

# SECTION A - SOLICITATION/CONTRACT FORM

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				REQUISITION NUMBER	PAGE 1 OF 240
<i>Offeror to complete blocks 12, 17, 23, 24, &amp; 30</i>					
2. CONTRACT NO. <b>GS06P11GXD0069</b>		3. AWARD/EFFECTIVE DATE <b>October 1, 2011</b>		4. ORDER NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		A. NAME <b>(b) (6)</b>		B. TELEPHONE NUMBER (No Collect Calls) <b>(b) (6)</b>	
9. ISSUED BY  GENERAL SERVICES ADMINISTRATION CONTRACT SERVICES BRANCH (6PMC) 1500 E BANNISTER ROAD, ROOM 2101 KANSAS CITY, MO 64131		CODE <b>6PMC</b>		10. THIS ACQUISITION IS  <input checked="" type="checkbox"/> UNRESTRICTED  <input type="checkbox"/> SET-ASIDE, 100 % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> DISCOUNT SM. BUSINESS <input type="checkbox"/> (NA) NAICS: 238290 SIZE STANDARD: \$14 million	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SHIP SCHEDULE		12. DISCOUNT TERMS <b>N/A</b>		13. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 760)	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		15. DELIVER TO  GENERAL SERVICES ADMINISTRATION PBS REGIONS 4, 6, 7 AND 8		CODE <b>6PMC</b>	
16. ADMINISTERED BY  GENERAL SERVICES ADMINISTRATION PBS REGIONS 4, 6, 7 AND 8 23 States total		17. PAYMENT WILL BE MADE BY  GENERAL SERVICES ADMINISTRATION FINANCE DIVISION ACCOUNTS PAYABLE BRANCH (BCFA) P.O. BOX 17181 FT. WORTH, TX 76102-0181		CODE <b>BCFA</b>	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18 UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SECTION B, SCHEDULE OF SERVICES  (Attach Additional Sheet as Necessary)			See Pricing Section B	
25. ACCOUNTING AND APPROPRIATION DATA <b>See schedule</b>				26. TOTAL AWARD AMOUNT (For Govt Use Only) <b>13,272,702.00</b>	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.	
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 4 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN			29. AWARD OF CONTRACT REFERENCE OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS		
(b) (6)			(b) (6) (ISSUING OFFICER)		
(b) (6)			(b) (6)		
30. DATE SIGNED <b>4/21/11</b>			31. DATE SIGNED <b>9/7/11</b>		

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STANDARD FORM 1449 (REV. 3/2005)  
Prescribed by GSA • FAR (48 CFR) 53.212

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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 0003		3. EFFECTIVE DATE 04/15/2011	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY GSA, PBS, Contract Services Branch, Region 6 1500 E. Bannister Road, Kansas City, MO 64131		CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) (b) (6)			(X)	9A. AMENDMENT OF SOLICITATION NO. GS06P11GXD0021	
			(X)	9B. DATED (SEE ITEM 11) 03/03/2011	
				10A. MODIFICATION OF CONTRACT/ORDER NO.	
				10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE			

# 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.
- Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
- (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

# 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

(b) (4)

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) (b) (6)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15C. DATE SIGNED 4/21/11		16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
		16C. DATE SIGNED	

D. Upon request the Contractor shall furnish a record of all repairs made to the elevators, their accessories, or appurtenances.

E. Any repair work outside the scope of this contract, which is considered billable by the contractor must have a written approval before any work is started. Repair orders will be completed on a GSA Form 300 from the region requesting the repair.

7. **SERVICE CALLS.**

A. A "Service Call" is a report of an elevator malfunction made by GSA personnel or designated building occupants and the Contractor's subsequent response to, and correction of, the problem.

B. Whenever called by authorized personnel (7 days per week, 24 hours per day), the Contractor shall respond promptly. In no case may the arrival time exceed that listed in Exhibits A through E.



The above four locations require a combined 40 hours per week on- site mechanic, except during Federal holidays.

C. For each service call, the Contractor shall provide to authorized personnel, documentation that contains the following minimum information.

- (1) A description of the problem.
- (2) The location of the problem.
- (3) A description of the action taken to resolve the problem.
- (4) The time and date corrective action was completed.
- (5) The name of the person who corrected the problem.

8. **PREVENTIVE MAINTENANCE**

A. Definition. "Preventive Maintenance" (PM) is regularly scheduled work on the elevator(s) that the Contractor must do to accomplish the following:

- (1) Ensure their safe, reliable and continued operation.
- (2) Prevent breakdowns due to worn parts.
- (3) Maintain elevators above the point where deterioration begins.

B. Schedule. Not later than five working days before the contract start date, the Contractor shall submit to the building manager or designee an annual work schedule for each location. A simple schedule indicating, for example, the elevator mechanic will be in a particular building the first Tuesday of every month will be sufficient. The Contractor does not have to indicate what work will be done. The purpose is to let the Building Manager and the Regional Elevator Inspector know when to expect the elevator mechanic.

C. Prior to removing an elevator from service, the elevator mechanic shall coordinate the removal with the GSA representative.

D After Hours. The Contractor has the option, with the approval of the building management personnel, to perform some work, inspections, and tests outside the "normal working hours."

E. Any scheduled work that incapacitates a bank of elevators (fireman's service test, dispatching work, etc.) shall be performed after hours. The Contractor shall include the cost of this after-hours work in their bid. The Contractor must notify the building management personnel to coordinate after hours access to the building.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 04/12/2011	4. REQUISITION/PURCHASE REQ NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY GSA, PBS, Contract Services Branch, Region 6 1500 E. Bannister Road, Kansas City, MO 64131		7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. <input checked="" type="checkbox"/> GS06P11GXD0021 9B. DATED (SEE ITEM 11) 03/03/2011 10A. MODIFICATION OF CONTRACT/ORDER NO. <input type="checkbox"/> 10B. DATED (SEE ITEM 13)	
CODE			FACILITY CODE	

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
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<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

1. Add location to Group 4, Region 4. This location was not listed in the solicitation. Claude Pepper FL (FL0061ZZ) 51 SW First Ave, Miami, FL 33131; 6 elevators. POC: Chris Singian (305) 536-5751 x14 Revised Group 4 inventory will be included in this amendment.

2. Page 163 has been updated to include a Strike Contingency Plan (SCP).

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
(b) (6)			
15B. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
4/21/11			
(Signature of person authorized to sign)		(Signature of Contracting Officer)	



(b) (4)

(b) (4)

CLIN 0227 Quote a per month price for providing elevator/escalator maintenance services described herein.

\$\_\_\_\_\_per month

4. Page 157, the bold language is being added to the Communication Devices paragraph addressing the outside source for phone monitoring.

E. Non-Standard Requirements: The Contractor's offer must include the following services:

(1) Communication Devices: The Contractor shall be responsible for the telephones, telephone lines, intercom devices and lines within the hoistway. The Contractor shall be responsible for the programming of telephone instruments. **If the location utilizes an outside source for phone monitoring, the contractor is not responsible for the device and programming of that device located in the elevator.**

5. (b) (4) was mistakenly listed in both Group 2 and Group 5. This location is being deleted from Group 5.

6. Page 161 is being amended to include four locations in Group 5 (only Group 5) that require an on-site elevator mechanic.

(b) (4)

The Contractor is required to provide an on-site elevator mechanic from 7 a.m. – 6 p.m., Monday- Friday, except during Federal Holidays. The Contractor shall provide qualified elevator mechanics, work crews, and supervisory personnel in such numbers, places, and times as may be required to fully meet the contract requirements.

(b) (4)

7. The below changes to the inventory and are being attached to this amendment.

(b) (4)

8. Replace pages 157,161, 161(a) and 163 with revised pages 157,161,161(a) and 163.

Attachments:

Questions and Answers

Revised pages 157, 161, 161(a) and 163

Revised Inventory Group 1, Group 4 and Group 5

Questions and answers for solicitation GS06P11GXD0021.

**Question 1**

The pricing section of the bid document has a place for the "base period pricing", Option 1 additional 5 years, and Option 2 additional 5 years.

Not knowing the annual escalations determined by the contract document for the Base years, how can we project what option 1 and option 2 will be for pricing.

**Answer 1**

Do not include any allowance for any contingency to cover increased costs for which adjustments contained in Clause 52.222-43 Fair Labor Standards Act and Service Contract Act. - Price Adjustment (Multiple Year and Option Contract).

**Question2**

(b) (4) - We surveyed today – there is oil in the tank – will this be abated prior to contract start? Also location is remote – will GSA be flexible regarding response time?

**Answer 2**

Please contact (b) (6)

**Question 3**

For purposes of projects funded by the U.S. Government, is the elevator service provider considered a supplier of commercial items, commercial services, or commercial off-the-shelf ("COTS") items as defined by the Federal Acquisition Regulation ("FAR")?

If the answer to the above question is yes, then will any other FAR clauses be required to be met?

**Answer 3**

Yes, Commercial Item. At this time all FAR clauses have been incorporated as deemed necessary. However, additional clauses could be incorporated in the future as a result of FAR clause update, clause creation or OMB mandated. These clauses would be incorporated by a contract modification.

**Question 4**

Is it the intent that only the version of the FAR clauses current on the effective date of the agreement between the parties will be enforceable and no other version of the FAR clauses will be required?

**Answer 4**

No. Updated versions of FAR clauses are enforceable. FAR 1.108(d) 3.

**Question 5**

Is it the understanding that the Truth in Negotiations Act and related Cost Accounting Standards are not required since the elevator contractor is considered a supplier of commercial items, commercial services, or COTS items?

**Answer 5**

Correct, it is not required.

**Question 6**

Are the executive compensation reporting requirements of FAR 52.204-10, Reporting Subcontract Awards (July 2010), required of the elevator contractors?

**Answer 6**

Yes

**Question 7**

As a party to a collective bargaining agreement ("CBA") with the International Union of Elevator Contractors ("IUEC") this work is performed primarily by the contractors bargaining unit employees. Contractors will not be required to take or refrain from any action which conflicts with its obligations arising out of the terms and conditions of the CBA. Contractors will adhere to the terms of any applicable project labor agreement only to the extent of the obligations undertaken by the IUEC under such project labor agreement. Does this agree with the terms of this contract?

**Answer 7**

Yes, however, the Contractor shall provide a Strike Contingency Plan (SCP) describing in detail how the Contractor will provide the services in the event of strikes by his employees.

**Question 8**

Are full social security numbers or home addresses on its weekly transmittals. required for certified payrolls for the work performed under the Subcontract under the Davis-Bacon required. Pursuant to FAR 52.222-8 (June 2010)?

**Answer 8**

Service Contract Act is utilized under this solicitation/contract payrolls are not required.

**Question 9**

Is there any liability for indirect, incidental, liquidated, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Subcontract?

**Answer 9**

Yes, there is full responsibility for the subcontractor's performance. Reference page 156 Item 1(E) in the solicitation.

**Question 10**

Section G.14: In lieu of any requirement to name the Contractor or any third party as an additional insured, will the GSA accept an Owner's and Contractor's Protective Liability Policy ("OCPL") which lists Owner and Contractor as Named Insured having limits of \$2,000,000?

**Answer 10**

No.

**Question 11**

Many of the pieces of equipment covered under this contract do not require monthly service. Section C.5.C.2 addresses Fire Service testing which per ANSI A17.1 is a monthly requirement. Does this requirement require monthly visits even if the equipment does not otherwise require it?

**Answer 11**

Yes.

**Question 12**

If there are certain locations within a Group that are remote to geographic locations where our company has a presence, is there a possibility of these locations being pulled out from that Group? Will those locations be awarded to another vendor, or will the entire Group be awarded to one contractor. Specifically, can an Elevator Company no-bid a location within a group and still be considered for award?

**Answer 12**

An elevator company cannot no-bid a location within a group and still be considered for award of that group.

**Question 13**

Price adjustments: The price adjustment provision outlined in the solicitation only takes into account the labor portion of the contract. Is there a possibility to escalate based upon the Material Index? If not, can we increase the Price Adjustment to 100% of the IUEC Labor Increase?

**Answer 13**

The Material Index will not be escalated. The increase for Labor increase will remain at 80%.

**Question 14**

Pricing Forms: As clarified in the Pre-Bid Conference, prices listed in our pricing proposal should include all discounts. Our concern is that there could be additional volume based



discounts that are not clear until we are notified which Groups we have been awarded. How would you like us to proceed?

**Answer 14**

Section B, pricing should be completed with any discounts given. If your firm chooses to include a volume discount or discount based on the possibility of being awarded more than one group, please provide that information at the bottom of Section B.

**Question 15**

Group Experience: P 238, Factor 3, Experience: As requested in this section, we are supposed to provide three references for the equipment contained in each region. Should these references be segmented by original equipment manufacturer or by Control Type. Also, does this count toward our 20 Page limit on the Technical Proposal? If the answer is by Control Type, then the reference list could be substantial.

**Answer 15**

Original equipment manufacturer. Yes, this is counted toward the 20 page limit of the technical proposal.

**Question 16**

Will GSA entertain a Voluntary Alternate for a different Scope of Work than outlined in the Solicitation?

**Answer 16**

No.

**Question 17**

We completed our survey yesterday of a 28-unit property in downtown (b) (4) In doing our walk-through, two pieces of information came up that I did not see mention of in any of the provided attachments thus far.

1) This facility currently has onsite resident technician coverage from 7am-6pm. Current vendor utilizes one tech from 7am-10am and then a second tech relieves him and covers the property for the rest of the day until 6pm. Has the GSA specified that they want this coverage at this property in the supplied RFP?

**Answer 17**

This location requires an on-site mechanic for the hours of 7am to 6pm, Monday-Friday, except Federal holidays.

**Question 18**

2) There is a second federal building across the street (b) (4)

the street. This location was not on our GSA spreadsheet but the local contact stated that both buildings are using the same local vendor for elevator maintenance and share maintenance resources within the GSA with regards to both locations. He did confirm that this (b) (4) [REDACTED] Was this building accidentally omitted in the provided spreadsheets?

**Answer 18**

(b) (4) [REDACTED] is not part of this solicitation.

**Question 19**

The GSA facility located at (b) (4) [REDACTED] has four units not three as shown in Group 5 Documents – Please advise how to proceed.

**Answer 19**

The Group 5 inventory is being revised to read 4 units at that location.

**Question 20**

Columbus GA is listed twice in Bid groups 2/5. Please advise how to proceed.

**Answer 20**

This location should be listed in Group 2.

**Question 21**

Will GSA consider relaxing the response time requirements for facilities located near border crossings?

**Answer 21**

Yes, it will be consider on a case by case basis.

**Question 22**

How should contractors handle sites where meeting the response time is not possible?

**Answer 22**

Realistic response times have been given for remote locations.

**Question 23**

Can GSA Identify by name and address which if any buildings currently have “Destination Dispatch” in operation?

**Answer 23**

(b) (4) [REDACTED] [REDACTED]  
[REDACTED]

**Question 24**



(b) (4) (GSA Site Contact) in Savannah GA indicated he will be scheduling site visits for all bidders to review all the sites he oversees. However, his timeframe is 2-3 weeks from 3/31/2011. Can we ask site visits be accelerated?

**Answer 24**

Please contact (b) (6) directly. (b) (6) is also a point of contact for that location. (b) (4).

**Question 25**

As discussed 24 March in Denver, we were denied access at (b) (4)

[REDACTED]

[REDACTED]

**25**

Yes, access will be granted. If any issues please call (b) (4)

**Question 26**

Page 156 1.D Subcontracts- please confirm 10% limit is per individual bid group or the overall contract?

**Answer 26**

Per group.

**Question 27**

Page 156 2.A.2 Obsolescence – During our 24 March meeting GSA was asked to expand on the term Obsolete. GSA indicated they were not aware of any equipment under their control considered obsolete, but if during the 15-year period equipment becomes obsolete...will contractors still be responsible for repair/replacement at no cost to GSA?

**Answer 27**

Yes. Contractor is responsible. Obsolescence will be handled on a case by case situation and at the region's discretion.

**Question 28**

Page 157 E 1 Non Standard Requirements – During our 24 March meeting a question was raised regarding Kings III phones. Please advise how to handle units having Kings III phones.

**Answer 28**

If the location utilizes an outside source for phone monitoring, the contractor is not responsible for the device and programming of that device located in the elevator. Page 157 E(1) will be amended to read the above paragraph.

**Question 29**

Please confirm all pricing provided on Schedule B is considered "Net" and will have any and all discounts already applied.

**Answer 29**

Section B, pricing should be completed with any discounts given. If your firm chooses to include a volume discount or discount based on the possibility of being awarded more than one group, please provide that information at the bottom of Section B.

**Question 30**

Please confirm frequency of "Fire Service" testing for all units.

**Answer 30**

By code requirement, monthly.

**Question 31**

Page 160 5.D Contract Close out – Will incoming contractors be allowed to review closeout inspections performed for the last contract?

**Answer 31**

The successful awardees of that group will be able to review close out inspections.

**Question 32**

Technical Package –

- a. Factor 1 Past Performance – will GSA be evaluating 3 references for the overall project (Groups 1-5) or should bidders submit 3 references per bid group?
- b. Factor 2 Technical – Is GSA asking for one Technical Package regarding the overall project (Groups 1-5)? Or one technical package for the overall project and 5 separate technical packages one for each bid group – meaning approximately 120 pages?

**Answer 32**

(a) Submit three references per group. (b) 5 separate packages for each group with no more than 20 pages each.

**Question 33**

Will evaluation factors be applied for each group independently?

**Answer 33**

Yes

**Question 34**

Please confirm pricing needs to be submitted via Schedule B format – fill in line items.

**Answer 34**

Yes. This was provided electronically. These can be sent again if needed.

**Question 35**

I am working through the facilities on the bid and I do not see this location on the inventory sheet, but it is located 1<sup>st</sup> on the quote sheet. (b) (4)  
Region 6 Group 1.

**Answer 35**

This location is listed in Section B (pricing) but was inadvertently left off the inventory. This location does belong in Group 1, Region 6. This location is being added to the inventory. This change will also be included in the amendment.

**Question 36**

We have found a discrepancy between the provided equipment list and actual number of units at several facilities – we need to know how we should approach. Should we use the sheets as is and bid to the amount of units identified or do you want to revise the sheets?

**Answer 36**

Revised inventory sheets are being provided with locations that have been identified.

**Question 37**

Are service calls required 24 hours, 7 days a week/ 365 days a year? When is overtime considered?

**Answer 37**

Page 161 7 (A) Service calls.

Yes. Service calls are required to be responded to on a 24 hours, 7 days a week/ 365 days a year basis.

Preventive maintenance may be performed between the hours of 6am to 6pm.

Overtime will only be approved in advance by the Contracting Officer's Representative.

**Question 38**

Can the Partnering meetings be combined if a contractor is awarded more than one group?

**Answer 38**

Page 158 G (3) Yes

**Question 39**

What if a location doesn't appear on the inventory lists?

**Answer 39**

If locations doesn't appear on the lists they have been removed from the solicitation and or moved to another group.

**Question 40**

Who should we call if we having difficulty gaining access to view the equipment at a certain location?

**Answer 40**

For locations in Region 4 please contact (b) (6) [REDACTED]  
Alabama, Tennessee, Kentucky, Mississippi, Georgia, North Carolina, South Carolina and Florida.

For locations in Region 6 please contact (b) (6) [REDACTED]  
Missouri, Kansas, Iowa and Nebraska.

For locations in Region 7 please contact (b) (6) [REDACTED]  
Arkansas, Louisiana, New Mexico, Oklahoma and Texas.

For locations in Region 8 please contact (b) (6) [REDACTED]  
Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming.

**Question 41**

How is obsolescence viewed under this solicitation?

**Answer 41**

Page 156 2(A) 2 GSA does not have any elevators where parts are considered obsolete.

**Question 42**

If we have to provide monitoring and diagnostic equipment, even in a remote location (building managers office, fire control center, etc.) does the equipment, including software, become the property of GSA

**Answer 42**

Page 159. If contractor is using a PC, GSA would want the software. The PC could be located in the machine room or Building Managers Office.

**Question 43**

Can one invoice be submitted per group? Can this be submitted electronically?

**Answer 43**

Yes, one invoice can be submitted. Electronically is the preferred method.

(e) Replacement or refinishing of escalator balustrades, trim, moldings, or power lines to the escalator.

C. Performance Requirements.

(1) All elevator operations, tests, inspections, maintenance, alterations, and repairs performed under this contract shall comply with the latest editions of the American Society of Mechanical Engineers (ASME) publication A17.1, "Safety Code for Elevators and Escalators." Throughout this specification, these documents will be referred to as "the Code".

(2) The Government will be responsible for the cost of any additional permits, fees, and third party inspections.

(3) Subject to the capability of the equipment, the Contractor shall ensure that the original operating criterion is maintained at all times for each elevator:

- (a) Maximum capacity in pounds.
- (b) Rated speed in feet per minute.
- (c) Performance time measured brake to brake.
- (d) Door operation.
- (e) Traffic handling capabilities.
- (f) Response times as noted in the exhibit.
- (g) Smooth and quiet ride quality and door operation.

D. Acceptable performance

A down-time percentage for each elevator of not more than three percent per year (based on 365 days/24 hrs. /day), a maximum of three service calls (as defined in Section II Item 7 (A) per month, per elevator, and a level or decreasing trend in service calls. An increased frequency in service calls is not considered acceptable performance.

If performance is deemed unacceptable at any single location payment for the entire group may be withheld until such time as deficiencies are corrected.

E. Non-Standard Requirements: The Contractor's offer must include the following services:

- (1) Communication Devices: The Contractor shall be responsible for the telephones, telephone lines, intercom devices and lines within the hoistway. The Contractor shall be responsible for the programming of telephone instruments. **If the location utilizes an outside source for phone monitoring, the contractor is not responsible for the device and programming of that device located in the elevator.**
- (2) The contractor shall, at the option of the government, provide 24 hours emergency elevator telephone monitoring services. The monitoring service shall be capable of recording all calls and, when requested, provide the recorded transcripts.
- (3) The contractor shall be responsible for maintaining all lighting installed in the elevator machine room, hoistway, pit, car top, and car (including emergency lighting). The contractor shall install government furnished fixture components including ballasts, bulbs, lamps, and tubes.

F. Housekeeping.

- (1) The Contractor shall maintain all building space assigned to the Contractor, and any Government-owned equipment the Contractor is authorized to use, in a neat, clean, orderly, and working condition at all times.
- (2) The machinery exterior and other equipment parts which are subject to rust shall be kept painted. The machine room and pit floors shall be kept painted with good quality odorless deck enamel.
- (3) The Contractor shall take all necessary precautions, to safeguard and protect all Government property with which the Contractor comes in contact while performing the contract work.
- (4) All machine rooms, hoistways, pits, elevator equipment, and landing sill grooves will be kept clean, free of dust, dirt, grease, oil, and foreign debris.



D. Upon request the Contractor shall furnish a record of all repairs made to the elevators, their accessories, or appurtenances.

E. Any repair work outside the scope of this contract, which is considered billable by the contractor must have a written approval before any work is started. Repair orders will be completed on a GSA Form 300 from the region requesting the repair.

**7. SERVICE CALLS.**

A. A "Service Call" is a report of an elevator malfunction made by GSA personnel or designated building occupants and the Contractor's subsequent response to, and correction of, the problem.

B. Whenever called by authorized personnel (7 days per week, 24 hours per day), the Contractor shall respond promptly. In no case may the arrival time exceed that listed in Exhibits A through E.

**Group 5 – Richard B. Russell Building, 75 Spring St, Atlanta, GA (GA0121ZZ) requires an on-site elevator mechanic from 7 a.m. to – 6:00 p.m. Monday-Friday, except during Federal holidays.**

**Group 5- 1100 Commerce Street (TX0284DA) and 1114 Commerce Street (TX0058DA), Dallas, TX requires an on-site elevator mechanic 40 hours a week, except for Federal holidays.**

**Group 5- 207 S. Houston, Dallas, TX (TX0057ZZ) requires an on-site elevator mechanic 40 hours a week, except for Federal holidays.**

C. For each service call, the Contractor shall provide to authorized personnel, documentation that contains the following minimum information.

- (1) A description of the problem.
- (2) The location of the problem.
- (3) A description of the action taken to resolve the problem.
- (4) The time and date corrective action was completed.
- (5) The name of the person who corrected the problem.

**8. PREVENTIVE MAINTENANCE**

A. Definition. "Preventive Maintenance" (PM) is regularly scheduled work on the elevator(s) that the Contractor must do to accomplish the following:

- (1) Ensure their safe, reliable and continued operation.
- (2) Prevent breakdowns due to worn parts.
- (3) Maintain elevators above the point where deterioration begins.

B. Schedule. Not later than five working days before the contract start date, the Contractor shall submit to the building manager or designee an annual work schedule for each location. A simple schedule indicating, for example, the elevator mechanic will be in a particular building the first Tuesday of every month will be sufficient. The Contractor does not have to indicate what work will be done. The purpose is to let the Building Manager and the Regional Elevator Inspector know when to expect the elevator mechanic.

C. Prior to removing an elevator from service, the elevator mechanic shall coordinate the removal with the GSA representative.

D. After Hours. The Contractor has the option, with the approval of the building management personnel, to perform some work, inspections, and tests outside the "normal working hours."

E. Any scheduled work that incapacitates a bank of elevators (fireman's service test, dispatching work, etc.) shall be performed after hours. The Contractor shall include the cost of this after-hours work in their bid. The Contractor must notify the building management personnel to coordinate after hours access to the building.

**9. SAFETY AND HEALTH**

- A) Applicable Requirements. All work shall comply with the applicable requirements of 29CFR 1910/1926 and 40CFR 761. All work shall comply with applicable state and municipal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent will apply.

Responsibility. The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of

1. responsiveness to deficiencies, etc.).
2. Occupant Complaint Program: Information obtained through this program will be considered in evaluating the contractor's performance. The GSA regional elevator inspector will serve as a means of assisting in documenting certain kinds of service problems and the determination of their overall impact.

## **12. FEDERAL HOLIDAYS**

"Federal holidays" for the purposes of this contract are New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. When Federal holidays fall on weekends, a weekday is typically designated as the holiday. Holidays that fall on Saturday are observed on the previous Friday and holidays that fall on a Sunday are observed on the following Monday.

## **13. STRIKE CONTINGENCY PLAN (SCP)**

The Contractor must prepare a Strike Contingency Plan (SCP) to be used in the event of a strike by his employees. The SCP must be submitted to the COR 5 calendar days prior to contract start date and updated annually. At a minimum, the SCP must include the following information:

The SCP must describe in detail how the Contractor will provide the services defined in this document in the event of strikes by his employees. This includes HSPD-12.

The SCP must describe in detail how the Contractor will provide personnel that meet experience requirements, assuring the Government that all temporary or replacement employees (including subcontractor employees) must meet the experience and license requirements defined in this document.



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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 03/04/2011	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY GSA, PBS, Contract Services Branch, Region 6 1500 E. Bannister Road, Kansas City, MO 64131	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) <b>(b) (4)</b>			(X) 9A. AMENDMENT OF SOLICITATION NO. GS06P11GXD0021 9B. DATED (SEE ITEM 11) 03/03/2011 10A. MODIFICATION OF CONTRACT/ORDER NO.  10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE		

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

### 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. Replace pages 156,157,160,161 and 237 with revised pages 156,157,160,161,237. These pages includes a typographical error stating months instead of hours.
2. The above mentioned pages have been corrected and are indicated in bold.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <b>(b) (6)</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15C. DATE SIGNED 4/21/11	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED

**SECTION C**  
**DESCRIPTION/SPECIFICATION/WORK STATEMENT**

**1. CONTRACT EFFORT REQUIRED**

A. Minimum Level of Work. The Contractor shall take all steps and measures that a prudent building owner would take to maximize the life expectancy of the elevator plant. The work provided must preserve each elevator in unimpaired condition and above the point where deterioration begins.

B. On-Site Requirement. The Contractor is not required to provide an on-site elevator mechanic for specified duty months. However, the Contractor shall provide qualified elevator mechanics, work crews, and supervisory personnel in such numbers, places, and times as may be required to fully meet the contract requirements.

C. Working Hours. All scheduled contract work shall be accomplished during "Normal Working Hours" 6:00 AM TO 6:00 PM, unless other mutually satisfactory arrangements have been approved by the Contracting Officers Representative/Contracting Officers Technical Representative (COR/COTR). The Contractor will respond to service calls 7 days per week, 24 months per day as part of the monthly contract price.

D. Subcontracts. No more than 10 percent of the units shall be subcontracted. All subcontracts must be in writing and conform to all the provisions of this contract. The CO must approve in writing the use of subcontractors before they perform any work under this contract. The Contractor must furnish the CO/COR/COTR a copy of all subcontracts.

E. Contractor Conduct. All persons furnished by the Contractor, including subcontractors, are the sole responsibility of the Contractor. The Contractor shall be responsible for their compliance with all laws, rules, regulations and security clearances.

F. National Account Representative. The Contractor shall assign an individual to work directly with the Contracting Officer, the Contracting Officer's Representative, and the Government Elevator Inspector from each Region. This individual will be responsible for all matters pertaining to the Government's elevator requirements and will be the point of contact for problems the Government encounters, which have not been resolved at the local level.

**2. SCOPE OF WORK**

A. Acceptance of Existing Equipment.

(1) In accordance with standard elevator industry practice, this is a full maintenance contract. The Contractor shall inspect, maintain, repair, test, and clean all of the elevators and the elevator equipment for the applicable Groups.

(2) The Contractor shall accept these elevators "as is." Obsolescence is not recognized in the terms of this contract. Except as listed below, no components are excluded from the requirements of this contract. All repairs shall be the Contractor's sole responsibility.

B. Excluded Equipment: The following elevator components are specifically excluded from this contract:

(a) Repairs or replacements made necessary due to vandalism, negligence or misuse of the equipment by persons other than the Contractor, the Contract representatives, or the Contract employees.

(b) Refinishing or replacing elevator cabs, floor coverings, hoistway enclosures, cab and hoistway door frames, signal fixture faceplates and sills.

(c) Replacing underground hydraulic piping or cylinders.

(d) Mainline disconnect switch.



(e) Replacement or refinishing of escalator balustrades, trim, moldings, or power lines to the escalator.

C. Performance Requirements.

(1) All elevator operations, tests, inspections, maintenance, alterations, and repairs performed under this contract shall comply with the latest editions of the American Society of Mechanical Engineers (ASME) publication A17.1, "Safety Code for Elevators and Escalators." Throughout this specification, these documents will be referred to as "the Code".

(2) The Government will be responsible for the cost of any additional permits, fees, and third party inspections.

(3) Subject to the capability of the equipment, the Contractor shall ensure that the original operating criterion is maintained at all times for each elevator:

- (a) Maximum capacity in pounds.
- (b) Rated speed in feet per minute.
- (c) Performance time measured brake to brake.
- (d) Door operation.
- (e) Traffic handling capabilities.
- (f) Response times as noted in the exhibit.
- (g) Smooth and quiet ride quality and door operation.

D. Acceptable performance

A down-time percentage for each elevator of not more than three percent per year (based on 365 days/24 hrs. /day), a maximum of three service calls (as defined in Section II Item 7 (A) per month, per elevator, and a level or decreasing trend in service calls. An increased frequency in service calls is not considered acceptable performance.

If performance is deemed unacceptable at any single location payment for the entire group may be withheld until such time as deficiencies are corrected.

E. Non-Standard Requirements: The Contractor's offer must include the following services:

- (1) Communication Devices: The Contractor shall be responsible for the telephones, telephone lines, intercom devices and lines within the hoistway. The Contractor shall be responsible for the programming of telephone instruments.
- (2) The contractor shall, at the option of the government, provide 24 **hour** emergency elevator telephone monitoring services. The monitoring service shall be capable of recording all calls and, when requested, provide the recorded transcripts.
- (3) The contractor shall be responsible for maintaining all lighting installed in the elevator machine room, hoistway, pit, car top, and car (including emergency lighting). The contractor shall install government furnished fixture components including ballasts, bulbs, lamps, and tubes.

F. Housekeeping.

- (1) The Contractor shall maintain all building space assigned to the Contractor, and any Government-owned equipment the Contractor is authorized to use, in a neat, clean, orderly, and working condition at all times.
- (2) The machinery exterior and other equipment parts which are subject to rust shall be kept painted. The machine room and pit floors shall be kept painted with good quality odorless deck enamel.
- (3) The Contractor shall take all necessary precautions, to safeguard and protect all Government property with which the Contractor comes in contact while performing the contract work.
- (4) All machine rooms, hoistways, pits, elevator equipment, and landing sill grooves will be kept clean, free of dust, dirt, grease, oil, and foreign debris.

When all listed deficiencies have been corrected, the Contractor will sign and date the inspection report and return it to the Contracting Officer. At its discretion, the Government may then re-inspect the work.

B. Safety Deficiencies. If any condition is disclosed which constitutes a safety hazard to either elevator passengers or equipment, that unit shall be removed from service immediately. After corrections have been made and reported to the COR/COTR, the subject unit shall be placed back in service.

C. Annual, Semi-Annual, & Five Year Tests.

(1) Scheduling. GSA personnel, or other persons employed for that purpose, will schedule (*at least 48 hours in advance*) and conduct elevator inspections as required in the Code. The Contractor will ensure that a qualified elevator mechanic accompanies the Government inspector during each inspection at no additional cost.

(2) The Contractor shall perform all elevator tests required by the latest edition of the ASME A17.1 Code, including Firefighters Service. Any damage to the elevator equipment caused by any such test shall be repaired by the Contractor at no additional cost to the Government. At its discretion, the Government may have representatives present to witness any or all such tests.

(3) In addition to the requirements stated in the ASME A17.1 Code for the FIVE YEAR test of safeties at rated load and rated speed, the Contractor shall:

- (a) Check and adjust existing load weighing devices to ensure that they perform their intended function at the correct weight.
- (b) Make all adjustments required to ensure that the safety devices perform their intended function as designed.
- (c) File smooth any guide rail damage caused by setting of the safety devices.

D. Contract Close-out Inspection.

(1) Prior to the expiration of the contract, the Contractor and the COR/COTR together will inspect all elevators. The COR/COTR will prepare an Existing Deficiency Report that lists the deficiencies found. The Contractor will correct all deficiencies that fall within the scope of this contract. The Contractor shall also be responsible for deficiencies that are discovered after the close-out inspection but before the expiration of the contract.

(2) The Contractor may dispute the Contracting Officer's decision concerning responsibility for deficiencies and file a claim under the "Disputes Clause" of this contract. However, pending a resolution, the Contractor will perform the work.

(3) The Contracting Officer may take deductions from monies due the Contractor for any deficiency that remains uncorrected when this contract expires. Such deductions will be based upon the cost to the Government of having the deficiencies corrected by other means.

6. **REPAIRS.**

A. "Repairs" are defined as unscheduled work required to prevent the breakdown or failure of an elevator, or to return an elevator back to service after a breakdown or failure.

B. The Contractor must complete all repairs within 24 hours after discovering the problem or of receiving notification that corrective action is required. If the Contractor cannot complete the repairs within 24 hours, he/she shall present, within two working days, a plan to the building management personnel for completing the work.

C. The Contracting Officer will, whenever necessary, decide whether a repair is within the scope of this contract. The Contractor may dispute the Contracting Officer's decision and file a claim, under the "Disputes Clause" of this contract. However, pending a resolution, the Contractor shall perform the work.

D. Upon request the Contractor shall furnish a record of all repairs made to the elevators, their accessories, or appurtenances.

E. Any repair work outside the scope of this contract, which is considered billable by the contractor must have a written approval before any work is started. Repair orders will be completed on a GSA Form 300 from the region requesting the repair.

**7. SERVICE CALLS.**

A. A "Service Call" is a report of an elevator malfunction made by GSA personnel or designated building occupants and the Contractor's subsequent response to, and correction of, the problem.

B. Whenever called by authorized personnel (7 days per week, 24 hours per day), the Contractor shall respond promptly. In no case may the arrival time exceed that listed in Exhibits A through E.

C. For each service call, the Contractor shall provide to authorized personnel, documentation that contains the following minimum information.

- (1) A description of the problem.
- (2) The location of the problem.
- (3) A description of the action taken to resolve the problem.
- (4) The time and date corrective action was completed.
- (5) The name of the person who corrected the problem.

**8. PREVENTIVE MAINTENANCE**

A. Definition. "Preventive Maintenance" (PM) is regularly scheduled work on the elevator(s) that the Contractor must do to accomplish the following:

- (1) Ensure their safe, reliable and continued operation.
- (2) Prevent breakdowns due to worn parts.
- (3) Maintain elevators above the point where deterioration begins.

B. Schedule. Not later than five working days before the contract start date, the Contractor shall submit to the building manager or designee an annual work schedule for each location. A simple schedule indicating, for example, the elevator mechanic will be in a particular building the first Tuesday of every month will be sufficient. The Contractor does not have to indicate what work will be done. The purpose is to let the Building Manager and the Regional Elevator Inspector know when to expect the elevator mechanic.

C. Prior to removing an elevator from service, the elevator mechanic shall coordinate the removal with the GSA representative.

D After Hours. The Contractor has the option, with the approval of the building management personnel, to perform some work, inspections, and tests outside the "normal working hours."

E. Any scheduled work that incapacitates a bank of elevators (fireman's service test, dispatching work, etc.) shall be performed after hours. The Contractor shall include the cost of this after-hours work in their bid. The Contractor must notify the building management personnel to coordinate after hours access to the building.

**9. SAFETY AND HEALTH**

- A) Applicable Requirements. All work shall comply with the applicable requirements of 29CFR 1910/1926 and 40CFR 761. All work shall comply with applicable state and municipal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent will apply.

Responsibility. The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of



or performance discrepancies, which were called to their attention, within a 30 days. For example, when the Contractor is issued written or a verbal instruction noting a discrepancy, and the Contractor is given a specific date or time by which the discrepancy must be corrected, the Contractor must have responded within the time frame specified. If no date was given to the Contractor, the Contractor must have responded within an acceptable amount of time as noted by the telephone reference, to show responsiveness and correction of the problem.

**B. No Recurring Deficiencies:** In order to receive maximum consideration, the Contractor must not have recurring performance deficiencies.

**STANDARD:** Standard is met when references indicate satisfactory performance in terms of quality of service provided, timeliness of performance, adequate follow-up procedures and overall customer satisfaction.

## **FACTOR 2 . TECHINCAL**

### **SUB-FACTOR 1(a) QUALITY CONTROL**

Technical proposals shall fully describe the company's quality control program and how it serves to ensure effectiveness, efficiency, and soundness in the overall performance of services under this contract.

Offeror shall submit a quality control plan detailing who does inspections, the frequency and breadth of inspections, response to unacceptable inspections, interaction with GSA and the plan to interact with tenants.

**STANDARD:** The standard is met when the Offeror submits a general plan proposing the local manager/supervisor who will inspect the work on at least a quarterly basis. Work not meeting acceptable levels should be addressed including, but not limited to, how workers are trained and/or disciplined to avoid repeated failures. Corrections made as a result of GSA quality assurance inspections are documented and the results are reported back to GSA.

### **SUB-FACTOR 1(b) STAFFING – NATIONAL ACCOUNT REPRESENTATIVE**

Offeror shall identify the roles, responsibilities and authority of the National Account Representative. Proposal should include an index and a North American corporate organizational chart showing qualifications, responsibilities, and authorities, including the National Account Managers level of authority.

**STANDARD:** The standard is met when the proposed National Account Managers has at least 3 years of out the past 5 years of supervisory experience in directing operation and maintenance of multiple elevator contract service agreements with multiple customers from various building types and industries. Under this contract he/she shall possess independent authority to authorize repairs at various locations throughout the scope of this contract.

### **SUB FACTOR 1(c) ENGINEERING AND TECHNICAL SUPPORT**

Technical proposals should discuss the availability of engineering support staff for its field service personnel. When technical bulletins are issued to servicing personnel as they occur and offeror has an engineering support staff sufficient to support government contract requirements.

**STANDARD:** The standard is met when the offeror describes how technical bulletins are issued to servicing personnel. Offeror demonstrates in the proposal that their engineering support staff is sufficient to support government contract requirements.

### **SUB FACTOR 1(d) PARTS -**

Describe the offeror's plan to ensure that quality parts are available in a timely manner.

**STANDARD:** The standard is met when the offeror addresses when and how replacement parts are delivered on site within 12 to 24 hours.

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**SECTION B  
SUPPLIES OR SERVICES AND PRICES/COSTS**

**NOTE: ALL REFERENCES TO ELEVATORS INCLUDED HEREIN SHALL BE CONSIDERED TO INCLUDE ESCALATORS, WHERE APPLICABLE**

**1. DESCRIPTION OF SERVICES**

1. The Contractor shall provide all management, supervision, labor, supplies, materials, repair and replacement parts, equipment, and tools required to perform the specified elevator maintenance and repair services effectively and efficiently at the building(s) listed in Section J, Exhibits 4 through 8. The contractor may also be required to provide these services to additional locations.

**2. Offer.**

Offerors may submit an offer to provide services under one or more of the five (5) Groups on the bid sheets. Any offer for services that does not include all of the buildings in a Group will not be considered for award for that Group. Price proposals should include a monthly price (in current dollars) for every building in the offered Group. Any volume discounts proposed should be listed included. Discounts will be applied to the appropriate monthly prices and used for evaluation purposes.

**GROUP 1**

Quote a per month price to provide elevator and escalator maintenance and repair services, including service calls, described in the work statement for the buildings listed in Section C. Also provide a per month price for telephone monitoring, described in the statement of work listed in Section C. **Group 1, is predominantly Kone, Inc. equipment.**

**GROUP 2**

Quote a per month price to provide elevator and escalator maintenance and repair services, including service calls, described in the work statement for the buildings listed in Section C. Also provide a per month price for telephone monitoring, described in the statement of work listed in Section C. **Group 2, is Miscellaneous equipment.**

**GROUP 3**

Quote a per month price to provide elevator and escalator maintenance and repair services, including service calls, described in the work statement for the buildings listed in Section C. Also provide a per month price for telephone monitoring, described in the statement of work listed in Section C. **Group 3, is predominantly Otis equipment.**

**GROUP 4**

Quote a per month price to provide elevator and escalator maintenance and repair services, including service calls, described in the work statement for the buildings listed in Section C. Also provide a per month price for telephone monitoring, described in the statement of work listed in Section C. **Group 4, is predominantly Schindler equipment.**

**GROUP 5**

Quote a per month price to provide elevator and escalator maintenance and repair services, including service calls, described in the work statement for the buildings listed in Section C. Also provide a per month price for telephone monitoring, described in the statement of work listed in Section C. **Group 5, is predominantly Thyssen Krupp equipment.**



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## SECTION C DESCRIPTION/SPECIFICATION/WORK STATEMENT

### 1. CONTRACT EFFORT REQUIRED

A. Minimum Level of Work. The Contractor shall take all steps and measures that a prudent building owner would take to maximize the life expectancy of the elevator plant. The work provided must preserve each elevator in unimpaired condition and above the point where deterioration begins.

B. On-Site Requirement. The Contractor is not required to provide an on-site elevator mechanic for specified duty months. However, the Contractor shall provide qualified elevator mechanics, work crews, and supervisory personnel in such numbers, places, and times as may be required to fully meet the contract requirements.

C. Working Hours. All scheduled contract work shall be accomplished during "Normal Working Hours" 6:00 AM TO 6:00 PM, unless other mutually satisfactory arrangements have been approved by the Contracting Officers Representative/Contracting Officers Technical Representative (COR/COTR). The Contractor will respond to service calls 7 days per week, 24 months per day as part of the monthly contract price.

D. Subcontracts. No more than 10 percent of the units shall be subcontracted. All subcontracts must be in writing and conform to all the provisions of this contract. The CO must approve in writing the use of subcontractors before they perform any work under this contract. The Contractor must furnish the CO/COR/COTR a copy of all subcontracts.

E. Contractor Conduct. All persons furnished by the Contractor, including subcontractors, are the sole responsibility of the Contractor. The Contractor shall be responsible for their compliance with all laws, rules, regulations and security clearances.

F. National Account Representative. The Contractor shall assign an individual to work directly with the Contracting Officer, the Contracting Officer's Representative, and the Government Elevator Inspector from each Region. This individual will be responsible for all matters pertaining to the Government's elevator requirements and will be the point of contact for problems the Government encounters, which have not been resolved at the local level.

### 2. SCOPE OF WORK

#### A. Acceptance of Existing Equipment.

(1) In accordance with standard elevator industry practice, this is a full maintenance contract. The Contractor shall inspect, maintain, repair, test, and clean all of the elevators and the elevator equipment for the applicable Groups.

(2) The Contractor shall accept these elevators "as is." Obsolescence is not recognized in the terms of this contract. Except as listed below, no components are excluded from the requirements of this contract. All repairs shall be the Contractor's sole responsibility.

B. Excluded Equipment: The following elevator components are specifically excluded from this contract:

(a) Repairs or replacements made necessary due to vandalism, negligence or misuse of the equipment by persons other than the Contractor, the Contract representatives, or the Contract employees.

(b) Refinishing or replacing elevator cabs, floor coverings, hoistway enclosures, cab and hoistway door frames, signal fixture faceplates and sills.

(c) Replacing underground hydraulic piping or cylinders.

(d) Mainline disconnect switch.

(e) Replacement or refinishing of escalator balustrades, trim, moldings, or power lines to the escalator.

C. Performance Requirements.

(1) All elevator operations, tests, inspections, maintenance, alterations, and repairs performed under this contract shall comply with the latest editions of the American Society of Mechanical Engineers (ASME) publication A17.1, "Safety Code for Elevators and Escalators." Throughout this specification, these documents will be referred to as "the Code".

(2) The Government will be responsible for the cost of any additional permits, fees, and third party inspections.

(3) Subject to the capability of the equipment, the Contractor shall ensure that the original operating criterion is maintained at all times for each elevator:

- (a) Maximum capacity in pounds.
- (b) Rated speed in feet per minute.
- (c) Performance time measured brake to brake.
- (d) Door operation.
- (e) Traffic handling capabilities.
- (f) Response times as noted in the exhibit.
- (g) Smooth and quiet ride quality and door operation.

D. Acceptable performance

A down-time percentage for each elevator of not more than three percent per year (based on 365 days/24 hrs. /day), a maximum of three service calls (as defined in Section II Item 7 (A) per month, per elevator, and a level or decreasing trend in service calls. An increased frequency in service calls is not considered acceptable performance.

If performance is deemed unacceptable at any single location payment for the entire group may be withheld until such time as deficiencies are corrected.

E. Non-Standard Requirements: The Contractor's offer must include the following services:

(1) Communication Devices: The Contractor shall be responsible for the telephones, telephone lines, intercom devices and lines within the hoistway. The Contractor shall be responsible for the programming of telephone instruments.

(2) The contractor shall, at the option of the government, provide 24 hours emergency elevator telephone monitoring services. The monitoring service shall be capable of recording all calls and, when requested, provide the recorded transcripts.

(3) The contractor shall be responsible for maintaining all lighting installed in the elevator machine room, hoistway, pit, car top, and car (including emergency lighting). The contractor shall install government furnished fixture components including ballasts, bulbs, lamps, and tubes.

F. Housekeeping.

(1) The Contractor shall maintain all building space assigned to the Contractor, and any Government-owned equipment the Contractor is authorized to use, in a neat, clean, orderly, and working condition at all times.

(2) The machinery exterior and other equipment parts which are subject to rust shall be kept painted. The machine room and pit floors shall be kept painted with good quality odorless deck enamel.

(3) The Contractor shall take all necessary precautions, to safeguard and protect all Government property with which the Contractor comes in contact while performing the contract work.

(4) All machine rooms, hoistways, pits, elevator equipment, and landing sill grooves will be kept clean, free of dust, dirt, grease, oil, and foreign debris.

- (5) The Contractor will keep Material Safety Data Sheets (MSDS) on file with the on-site GSA representative or his designee, for all materials it uses.
- (6) The Contractor will use reasonable care to minimize the generation of waste, and will properly dispose of all waste it does generate. The contractor shall supply a fire rated trash receptacle.
- (7) The Contractor will use reasonable care to minimize the risks its work poses to the environment, the customers, the general public, and the contract employees.
- (8) Contractor shall supply and install fire rated parts cabinets in each machine room and ensure all excess parts, cleaners, lubricants, etc. are stored within these cabinets at all times.

#### G. Quality Control Program.

- (1) The Contractor shall establish and utilize a comprehensive quality control program to assure that the contract requirements are provided as specified.

This shall include a maintenance control program as specified in the latest edition of A17.1; at no additional cost to the government.

- (2) At least quarterly, the Contractor shall schedule a meeting to review the maintenance and performance of the elevators with the building management personnel. The contractor shall document the date and personnel contacted.
- (3) GSA and the contractor shall meet twice a year to review contract performance. This meeting shall require the presence of the National Account Representative, Regional Contracting Officers, Regional Elevator Technical Representatives, and others as deemed necessary by the Government. The contractors shall use government provided forms for reporting performance at this meeting. (See Exhibit 2).
- (4) Annually, the local supervisor/service manager shall survey the elevator units to verify that they conform to the specifications in Paragraph 2.B.(4) and the other provisions of this "Work Statement". At the conclusion of the survey, the Contractor will provide the government representative a copy of the equipment survey report and performance evaluation for each individual unit covered by this contract. The report shall indicate all repairs and upgrades as well as general condition and cleanliness of each unit. Reports shall be on GSA Elevator Audit Form (See Exhibit 3).
- (5) In keeping with environmental protection as well as Code requirements, the contractor shall immediately notify the COR in writing of any indication of underground oil seepage which may be attributed to a leaking underground hydraulic cylinder.

#### H. Equipment Changes

- (1) By the Contractor. The Contractor shall not change or alter the existing elevator equipment or any electrical circuits, wiring, controls, or sequencing without written authorization from the Contracting Officer. If the Contracting Officer authorizes changes, the Contractor shall make appropriate revisions to the elevator drawings and/or specifications. All improvements made by the Contractor during the term of this contract shall become and remain the property of the Government.

- (2) By the Government.

The Government reserves the right to add and remove elevators from this contract at any time. The Government will inform the Contractor as far in advance as possible of any changes to the inventory.

If the Government removes an elevator from service to perform work outside the scope of the contract, the Government will deduct the monthly amount currently being paid to maintain that elevator. When the Government returns the elevator to service, it will resume paying the Contractor.



### 3. QUALIFICATIONS OF CONTRACT EMPLOYEES.

#### A. Supervisor.

- (1) A supervisor is a person designated in writing by the Contractor to make decisions for the Contractor on a day-to-day basis.
- (2) The contractor shall employ competent supervisory personnel. The supervisor must be fully conversant in English.
- (3) The supervisor(s) shall be available by telephone at all times while contract work is being performed.

#### B. Elevator Maintenance Technicians

- (1) Qualifications. The personnel employed by the Contractor shall be capable employees, trained and qualified in elevator maintenance and repair work. Elevator maintenance mechanics performing contract work shall have journeyman status as recognized by the elevator industry.
- (2) Licenses. Where applicable, all persons employed in a trade, craft, or profession that is licensed by state or local authorities shall have the appropriate license prior to performing any contract work. The license must be of a grade or level consistent with the requirements of the work being performed.

### 4. SUPPLIES, MATERIALS, AND EQUIPMENT.

#### A. Furnished By The Government.

- (1) When the COR/COTR determines it to be available and appropriate, the Government will provide space in the building for the Contractor's expendable supplies, replacement parts, tools, and equipment.
- (2) When requested by the Contractor, the Government will provide drawings and specifications (if available) for the elevators. The Contractor will keep these documents at the work site. When the contract expires, these documents must be returned to the GSA official from whom they were obtained.

#### B. Furnished By The Contractor.

- (1) The Contractor shall provide all labor, supplies, materials, repair or replacement parts, tools, and equipment (including diagnostic tools and/or equipment, computer hardware and/or software for owners PC's, including monitor displays, and/or stand alone security systems installed by the elevator manufacturers) necessary to perform the work specified in this contract efficiently and effectively.
- (2) The Contractor shall provide a stock of expendable supplies and furnish an "approved container" for storing new parts, wiping cloths and cleaning materials in each machine room. The Contractor shall furnish an "approved trash container" in each machine room. The Contractor shall determine the appropriate stock levels needed in the building.
- (3) All parts replaced under the provisions of this contract shall be from the original equipment manufacturer, manufactured to OEM specifications, or shall be replacement parts recommended by the equipment manufacturer.

### 5. INSPECTIONS AND TESTS.

- A. Maintenance and Repair Inspections By GSA. The Government reserves the right to make any test or inspection it deems necessary to make sure that all performance requirements are being maintained. The Contractor shall complete any repairs or deficiencies specified in the inspection report in a timely manner consistent with industry standard practices (usually within 30 days). Deficiencies not corrected within the given timeframe may result in withholding of the entire monthly invoice payment.

When all listed deficiencies have been corrected, the Contractor will sign and date the inspection report and return it to the Contracting Officer. At its discretion, the Government may then re-inspect the work.

B. Safety Deficiencies. If any condition is disclosed which constitutes a safety hazard to either elevator passengers or equipment, that unit shall be removed from service immediately. After corrections have been made and reported to the COR/COTR, the subject unit shall be placed back in service.

C. Annual, Semi-Annual, & Five Year Tests.

(1) Scheduling. GSA personnel, or other persons employed for that purpose, will schedule (*at least 48 hours in advance*) and conduct elevator inspections as required in the Code. The Contractor will ensure that a qualified elevator mechanic accompanies the Government inspector during each inspection at no additional cost.

(2) The Contractor shall perform all elevator tests required by the latest edition of the ASME A17.1 Code, including Firefighters Service. Any damage to the elevator equipment caused by any such test shall be repaired by the Contractor at no additional cost to the Government. At its discretion, the Government may have representatives present to witness any or all such tests.

(3) In addition to the requirements stated in the ASME A17.1 Code for the FIVE YEAR test of safeties at rated load and rated speed, the Contractor shall:

- (a) Check and adjust existing load weighing devices to ensure that they perform their intended function at the correct weight.
- (b) Make all adjustments required to ensure that the safety devices perform their intended function as designed.
- (c) File smooth any guide rail damage caused by setting of the safety devices.

D. Contract Close-out Inspection.

(1) Prior to the expiration of the contract, the Contractor and the COR/COTR together will inspect all elevators. The COR/COTR will prepare an Existing Deficiency Report that lists the deficiencies found. The Contractor will correct all deficiencies that fall within the scope of this contract. The Contractor shall also be responsible for deficiencies that are discovered after the close-out inspection but before the expiration of the contract.

(2) The Contractor may dispute the Contracting Officer's decision concerning responsibility for deficiencies and file a claim under the "Disputes Clause" of this contract. However, pending a resolution, the Contractor will perform the work.

(3) The Contracting Officer may take deductions from monies due the Contractor for any deficiency that remains uncorrected when this contract expires. Such deductions will be based upon the cost to the Government of having the deficiencies corrected by other means.

6. **REPAIRS.**

A. "Repairs" are defined as unscheduled work required to prevent the breakdown or failure of an elevator, or to return an elevator back to service after a breakdown or failure.

B. The Contractor must complete all repairs within 24 hours after discovering the problem or of receiving notification that corrective action is required. If the Contractor cannot complete the repairs within 24 hours, he/she shall present, within two working days, a plan to the building management personnel for completing the work.

C. The Contracting Officer will, whenever necessary, decide whether a repair is within the scope of this contract. The Contractor may dispute the Contracting Officer's decision and file a claim, under the "Disputes Clause" of this contract. However, pending a resolution, the Contractor shall perform the work.

D. Upon request the Contractor shall furnish a record of all repairs made to the elevators, their accessories, or appurtenances.

E. Any repair work outside the scope of this contract, which is considered billable by the contractor must have a written approval before any work is started. Repair orders will be completed on a GSA Form 300 from the region requesting the repair.

## 7. SERVICE CALLS.

A. A "Service Call" is a report of an elevator malfunction made by GSA personnel or designated building occupants and the Contractor's subsequent response to, and correction of, the problem.

B. Whenever called by authorized personnel (7 days per week, 24 hours per day), the Contractor shall respond promptly. In no case may the arrival time exceed that listed in Exhibits A through E.

C. For each service call, the Contractor shall provide to authorized personnel, documentation that contains the following minimum information.

- (1) A description of the problem.
- (2) The location of the problem.
- (3) A description of the action taken to resolve the problem.
- (4) The time and date corrective action was completed.
- (5) The name of the person who corrected the problem.

## 8. PREVENTIVE MAINTENANCE

A. Definition. "Preventive Maintenance" (PM) is regularly scheduled work on the elevator(s) that the Contractor must do to accomplish the following:

- (1) Ensure their safe, reliable and continued operation.
- (2) Prevent breakdowns due to worn parts.
- (3) Maintain elevators above the point where deterioration begins.

B. Schedule. Not later than five working days before the contract start date, the Contractor shall submit to the building manager or designee an annual work schedule for each location. A simple schedule indicating, for example, the elevator mechanic will be in a particular building the first Tuesday of every month will be sufficient. The Contractor does not have to indicate what work will be done. The purpose is to let the Building Manager and the Regional Elevator Inspector know when to expect the elevator mechanic.

C. Prior to removing an elevator from service, the elevator mechanic shall coordinate the removal with the GSA representative.

D. After Hours. The Contractor has the option, with the approval of the building management personnel, to perform some work, inspections, and tests outside the "normal working hours."

E. Any scheduled work that incapacitates a bank of elevators (fireman's service test, dispatching work, etc.) shall be performed after hours. The Contractor shall include the cost of this after-hours work in their bid. The Contractor must notify the building management personnel to coordinate after hours access to the building.

## 9. SAFETY AND HEALTH

A) Applicable Requirements. All work shall comply with the applicable requirements of 29CFR 1910/1926 and 40CFR 761. All work shall comply with applicable state and municipal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent will apply.

B) Responsibility. The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of



work, and shall hold the Government harmless for any action on its part or that of its employees or subcontractors, which results in illness or death.

- C) Safety Equipment. The Contractor shall provide all necessary safety equipment and ensure that equipment and all relevant safety procedures are applicable for the job being performed and are utilized properly.

## 10. AFFIRMATIVE PROCUREMENT PROGRAM

a) GSA, as a Federal procuring agency, is required to procure and use products containing recovered materials, environmentally preferable, and bio-based products. These items will be used to the maximum extent feasible unless the item is not available competitively within a reasonable time frame, does not meet appropriate performance standards, or is only available at an unreasonable price.

b) In support of this program, products that meet the following criteria are considered acceptable:

(1) Products specified by the U.S. Environmental Protection Agency (EPA) as Comprehensive Procurement Guideline (CPG) items and their associated Recovered Materials Advisory Notices (RMANS). The list of CPG items is available at <http://www.epa.gov/cpg>.

(2) Products designated as environmentally oriented in the GSA Federal Supply Service "Environmental Products and Services Guide." This guide is available at the FSS Environmental Homepage at <http://pub.fss.gsa.gov/environ>.

(3) Products to be designated, in the future, as bio-based products on the United States Department of Agriculture (USDA) Bio-based Products List.

## 11. QUALITY ASSURANCE PROGRAM

1. General: The procedures established in this plan will ensure that occupant agencies and GSA receive the services paid for and specified in this contract. In order to have an effective contract administration program, all Government employees involved in contract administration must work as a team. Close coordination and active cooperation on a daily basis between the contractors and those representing the CO are necessary to obtain well-maintained vertical transportation systems.
2. Partnering: The Government intends to encourage the foundation of a cohesive partnership between the contractors and GSA personnel. The partnership will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objectives of partnering are effective and efficient contract performance, customer-focused service, and compliance with the contract documents. To this effort, a 1-day Semi-Annual partnering meeting will be held and key personnel from each party shall attend. The initial team building workshop will culminate in the development and establishment of a mutually satisfactory set of goals and objective beneficial to all team members, with the semi-annual meeting addressing the assessment of the contractor's performance against the contract and to reinforce partnering principles.
3. Effectiveness of the Quality Control: The Quality Assurance Plan shall be derived from reviewing reports required from each contractor, customer feedback, and from GSA QEI elevator inspector inspection reports. Each elevator shall be inspected by a commercial or a GSA QEI elevator inspector at a minimum of Semi-annually. In the event that contractor performance is less than satisfactory, the Government may contract for services to be performed by others. In this instance, all cost incurred, including administrative costs, shall be charged back to the contractor. Random sampling shall be conducted to ensure compliance with the QC Plan (i.e., QC Meetings, annual reporting, field audits, environmental protection,

responsiveness to deficiencies, etc.).

4. Occupant Complaint Program: Information obtained through this program will be considered in evaluating the contractor's performance. The GSA regional elevator inspector will serve as a means of assisting in documenting certain kinds of service problems and the determination of their overall impact.

## **12. FEDERAL HOLIDAYS**

"Federal holidays" for the purposes of this contract are New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. When Federal holidays fall on weekends, a weekday is typically designated as the holiday. Holidays that fall on Saturday are observed on the previous Friday and holidays that fall on a Sunday are observed on the following Monday.

**SECTION D**  
**PACKAGING AND MARKING**

**1. PAYMENT OF POSTAGE AND FEES**

All postage and fees related to submitting information including forms, reports, etc., to the Contracting Officer or the Contracting Officer's Representative shall be paid by the Contractor.

**2. MARKING**

All information submitted to the Contracting Officer or the Contracting Officer's Representative shall clearly indicate the Contract Number of the contract for which the information is being submitted.

## SECTION E INSPECTION AND ACCEPTANCE

### **1. 52.246-4 INSPECTION OF SERVICES - FIXED PRICE**

(a) Definition: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may:

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may--

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

### **2. THE ROLE OF GOVERNMENT PERSONNEL AND RESPONSIBILITY FOR CONTRACT ADMINISTRATION**

#### **Contracting Officer**

The Contracting Officer has the overall responsibility for the administration of this contract. He alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, he may delegate certain other responsibilities to his authorized representative.

#### **Contracting Officer Representative (COR)**

INDIVIDUAL COR'S WILL BE DESIGNATED AT TIME OF AWARD

The responsibilities of the COR include, but are not limited to: determining the adequacy of performance by the contractor in accordance with the terms and conditions of this contract; acting as the Government's representative in charge of work at the site; ensuring compliance with contract requirements insofar as the work is concerned; and advising the contracting officer of any factors which may cause delay in performance of work.

Elevator Inspectors

Elevator Inspectors assist the Contracting Officer and COR. They are responsible for the inspection and monitoring of the contractor's work. The responsibilities of the Elevator Inspectors include, but are not limited to:

- Inspect the work to ensure compliance with the contract requirements
- Documenting deficiencies through written inspection reports
- Conferring with contractor's representatives regarding problems encountered during work performance
- Assisting the COR in carrying out his responsibilities



**SECTION F**  
**DELIVERIES OR PERFORMANCE**

**1. PLACE OF PERFORMANCE**

The services to be provided under this contract shall be accomplished at the locations specified in Section J, Exhibits 4 through 8.

**2. TERM OF CONTRACT**

After award, the successful contractor will be given a written notice to proceed and shall provide contractual services for the period of October 1, 2011 through September 30, 2016, subject to the availability of funds (see the clause 52.232-18, Availability of Funds, in Section I,), commencing on the date specified in the notice to proceed. Work under this contract is expected to commence on October 1, 2011. The Government reserves the right to exercise (2) two additional sixty-month option periods.

**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**1. PERFORMANCE BASED SERVICE CONTRACT**

This solicitation contains a work statement for a performance-based service. This means that the Government has described WHAT is to be accomplished, not HOW to accomplish it, and states a basis for determining whether finished work meets the Government quality requirements. It does not state detailed procedures for accomplishing the work unless there are safety, security or communication requirements.

Being a performance based contract includes incentives and disincentives.

Some incentives for contractors that perform up to the required standards of the contract could include timely monthly payments, favorable performance ratings, and options would be exercised.

Some disincentives for contractors that are not performing up to the required standards of the contract could include unfavorable performance ratings and options not exercised. Also GSA could have the work performed by other means and charged back to the contractor.

**2. PAYMENT (GENERAL)**

The GSA Finance is the individual responsible for payments under this contract. For any other information regarding this contract, contact the CO or the COR.

Payment for any service rendered will be due in accordance with the Prompt Payment clause. In the event the contract begins or ends during the month, payments will be prorated based on the number of workdays in the respective month.

Payment will be made on a calendar month basis in arrears upon submission of an invoice. Payment will be due on the 30<sup>th</sup> calendar day (except for the final monthly payment) after receipt of a proper invoice or date of receipt of services, whichever is later. In the event the contract begins or ends during the month, payments will be prorated based on the number of calendar days in the respective month. It is the objective of the Government to obtain complete and satisfactory performance in accordance with the terms of the specifications and requirements of this contract.

Submission of Invoices:

Any inquiries regarding payment shall be directed to:

General Services Administration, Region 7  
 Finance Division (BCFA)  
 819 Taylor Street, Room 5413  
 P.O. Box 17181  
 Fort Worth, TX 76102-0181  
 Telephone: (817) 978-2397

Original invoices shall be submitted on the first of each month to:

General Services Administration, Region 7  
 Finance Division  
 Accounts Payable Branch (BCFA)  
 P.O. Box 17181  
 Fort Worth, TX 76102-0181

**3. GSAM 552.232-70 INVOICE REQUIREMENTS**

Invoices shall be submitted in an original only, unless otherwise specified, to the designated billing office specified in this contract or purchase/ delivery order.

Invoices must include the Pegasys Document Number (PDN) number provided below or on the purchase/delivery order.

PDN#

In addition to the requirement for a proper invoice specified in the Prompt Payment clause of this contract or purchase/delivery order, the following information or documentation must be submitted with each invoice:

- a. Name of the business concern and invoice date.
- b. Contract Number.
- c. Delivery order number or other authorization for delivery of property or services.
- d. Item number, national stock number (NSN), or other product identification number, description, price, and quantity of property and services actually delivered or rendered.
- e. Shipping and payment terms.
- f. Name (where applicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent. The "remit to" address must correspond to the remittance address in the contract.

#### **4. 552.232-77 PAYMENT BY GOVERNMENTWIDE COMMERCIAL PURCHASE CARD**

(a) Definitions. "Governmentwide commercial purchase card" means a uniquely numbered credit card issued by a contractor under GSA's Governmentwide Contract for Fleet, Travel, and Purchase Card Services to named individual Government employees or entities to pay for official Government purchases.

"Oral order" means an order placed orally either in person or by telephone.

(b) At the option of the Government and if agreeable to the Contractor, payment of \$100,000 or less for oral or written orders may be made using the Governmentwide commercial purchase card.

(c) The Contractor shall not process a transaction for payment through the credit card clearinghouse until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacement of a faulty item under other contract requirements, the Contractor must immediately credit a cardholder's account for items returned as defective or faulty.

(d) Payments made using the Governmentwide commercial purchase card are not eligible for any negotiated prompt payment discount. Payment made using a Government debit card will receive the applicable prompt payment discount.

#### **5. 552.232-71 ADJUSTING PAYMENTS**

(a) Under the Inspection of Services clause of this contract, payments may be adjusted if any services do not conform with contract requirements. The Contracting Officer or a designated representative will inform the Contractor, in writing, of the type and dollar amount of proposed deductions by the 10<sup>th</sup> workday of the month following the performance period for which the deductions are to be made.

(b) The Contractor may, within 10 working days of receipt of the notification of the proposed deductions, present to the Contracting Officer specific reasons why and or all of the proposed deductions are not justified. Reasons must be solidly based and must provide specific facts that justify reconsideration and/or adjustment of the amount to be deducted. Failure to respond within the 10 day period will be interpreted to mean that the Contractor accepts the deductions proposed.

(c) All or a portion of the final payment may be delayed or withheld until the Contracting Officer makes a final decision on the proposed deduction. If the Contracting Officer determines that any or all of the proposed deductions are warranted, the Contracting Officer shall so notify the Contractor, and adjust subsequent payments under the contract accordingly.

**6. 552.232-78 PAYMENT INFORMATION**

The General Services Administration (GSA) makes information on contract payment available electronically at <http://www.finance.gsa.gov>. The Contractor may register at the site and review its record of payments. This site provides information only on payments made by GSA, not by other agencies.

**7. WITHHOLDING FOR NON-SUBMISSION OF WORK SCHEDULES**

If the contractor fails to submit an acceptable quality control program; up to 100% of all payments may be withheld until the schedules and quality control program are received and approved by the Government.

**8. 552.232-72 FINAL PAYMENT**

Before final payment is made, the Contractor shall furnish the Contracting Officer with a release of all claims against the Government relating to this contract, other than claims in stated amounts that are specifically excepted by the Contractor from the release. If the Contractor's claim to amounts payable under the contract has been assigned under the Assignment of Claims Act of 1940, as amended (31 U.S.C. 3727, 41 U.S.C. 15), a release may also be required of the assignee.

**9. 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT**

The Government shall have the unilateral option of extending the term of this contract for one (1) consecutive additional period of sixty months. The same terms and conditions contained in this contract shall apply to each option exercised. Options shall be exercised upon written notification (mailed or otherwise furnished) to the contractor at least one hundred and twenty (120) calendar days prior to the expiration of the contract. The exercise of the options is a Government prerogative not a contractual right on the part of the contractor. If the Government exercises the option(s) within the prescribed time frames, the contractor shall be bound to perform the services for the option period(s), or be subject to the default provisions of this contract.

**10. 552.217-71 NOTICE REGARDING OPTIONS**

The General Services Administration (GSA) has included an option to extend the term of this contract in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful Offeror that performs at a level which meets or exceeds GSA's quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative, when deciding whether to exercise the option, the Contracting Officer will consider the quality of performance of the Contractor's past performance under this contract in accordance with 48 CFR 517.207.

NOTE: Any discounts offered will not be considered in the evaluation of bids/offers.

**11. 52.217-8 OPTION TO EXTEND SERVICES**

The Government shall have the unilateral option to require continued performance of any service within the limits and at the rates stated in the contract. Options may be exercised upon written notification to Contractor least fifteen (15) calendar days prior to the expiration of the contract. The option provision may be exercised more than once, but the total extension of performance there under shall not exceed six (6) months. This is in addition to the fifteen-year limitation of the contract.

**12. REPAIRS DUE TO NEGLIGENCE OR ERROR OF CONTRACTOR**

The Contractor will be responsible for the full cost of minor or major repairs if it is determined that the repair is necessary due to the Contractor's error or negligence of its agents and/ or employees. The CO will make the decision as to whether the necessity for a repair is due to the negligence or error of the Contractor.

**13. CONTRACTOR LIABILITY**

The Contractor shall be responsible for any and all liability arising out of the negligence or fault of its agents and/or employees under this contract. The Contractor shall indemnify the Government for any and all liability and damages to Contractor's employees or to third parties arising out of the Contractor's negligence.

#### **14. INSURANCE REQUIREMENT**

Liability insurance coverage, written on the comprehensive form of policy, is required in the amount of \$500,000 per occurrence for bodily injury and \$50,000 per occurrence for property damage. (See clause 52.228-5 INSURANCE – WORK ON A GOVERNMENT INSTALLATION).

#### **15. EVALUATING CONTRACTOR PERFORMANCE**

The General Services Administration, Public Buildings Service, will begin using the Contractor Performance Assessment Reporting System (CPARS) modules as the secure, confidential, information management tool to facilitate the performance evaluation process. CPARS enables a comprehensive evaluation by capturing comments from both GSA and the contractor. CPARS contains three modules:

**CPARS module:** This module is used to create past performance evaluations on services procurements.

Each award requiring an evaluation must be registered in CPARS. The contractor will receive several automated emails. Within thirty days of award, the contractor will receive an e-mail that contains user account information, as well as the applicable contract number(s) and evaluation module assigned. The contractor will have one user account set up that will allow access to all three modules.

Contractors are encouraged to visit the following website:

“[http://www.cpars.csd.disa.mil/allapps/cpartng/webtrain/webtrain\\_all.htm](http://www.cpars.csd.disa.mil/allapps/cpartng/webtrain/webtrain_all.htm)” to sign up for the free on-line **Contractor Overview training**. This is a 2 month training session specifically targeted to contractor users who will provide Past Performance Evaluation comments on PBS evaluations.

Once the evaluation is readied and released, the contractor will receive a second email alerting them the evaluation is ready for their review and comment. The contractor will have thirty (30) days to respond to the evaluation. GSA shall provide for review at a level above the contracting officer (i.e., contracting director) to consider any disagreement between GSA and the contractor regarding GSA’s evaluation of the contractor. Based on the review, the individual at a level above the contracting officer will issue the ultimate conclusion on the performance evaluation.

Lastly, the contractor will receive a third email when the evaluation is finalized in the system.

NOTE: Unless the contractor provides a different POC to the contracting officer after award, the contracting officer will use the Past Performance Point of Contact (POC) listed on the contractors Central Contractor Registration (CCR) profile as the default Past Performance POC. **This is the person that will receive the above CPARS email alerts.** In accordance with FAR Clause 52.204-7 at 52.204-7 the contractor is responsible for the accuracy and completeness of the data within the CCR database.

Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used by Federal Agencies to support future award decisions

(PPIRS). PPIRS collects, maintain, and disseminate Contractor performance information as required by Federal Acquisition Regulation (FAR), Subpart 42.15.

#### **16. PERFORMANCE EVALUATION**

Formal inspections will be performed by the GSA elevator inspector and the Contracting Officer’s Representatives to evaluate the Contractor’s performance.

#### **17. CRITERIA FOR EVALUATIVE PERFORMANCE**

At the sole election of the Government, and upon notification of the Contractor, the Contractor may be required to re-perform or perform late any or all defective work disclosed by Government inspection, including incomplete performance. Where the Government so elects, the Contractor shall be notified promptly after inspection that specified defective services must be re-performed or performed late, and completed within a reasonable time, as specified by the Government. In such cases, the Government shall re-inspect the work designated for re-performance or late performance, and the Contractor may be liable for

any damages sustained by the Government including, for example, the costs associated with reinspection. All reperformance by the Contractor will not be a reimbursable cost.

#### **18. FAILURE TO PERFORM**

1) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. If the work remains deficient, the COR may have the work accomplished by other means and deduct the cost thereof from the monthly payment. When the defects in services cannot be corrected by reperformance, the Government may--

(a) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and (b) Reduce the contract price to reflect the reduced value of the services performed.

2) If the Contractor fails to promptly perform the services in conformity with the contract requirements or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may--

(a) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or (b) Terminate the contract for cause.

#### **19. CONTRACT CLOSE-OUT INSPECTION:**

1) On a date not later than **30 calendar days** prior to the expiration of the contract, the Contractor and the COR, or a designee, will make a complete inspection of the locations covered by this contract. The Contractor shall coordinate and schedule the inspection with the COR.

2) The COR will then prepare an **Existing Deficiency Report** listing all deficiencies noted during the inspection, and not later than **ten (10) working days following the inspection**, furnish a copy of the report to the Contractor.

3) The Contractor will, before the expiration of this contract, correct all deficiencies noted in the **Existing Deficiency Report**.

#### **20.ECONOMIC PRICE ADJUSTMENTS - LABOR**

a. The contracting officer shall adjust, upwards or downwards, the monthly contract price based on the *Collective Bargaining Agreement between the IUEC and the individual contractors*. The adjustment will be made once a year on the anniversary date of the contract. The adjustment will be made on 80% of the current monthly price adjusted by the *Contracting Officer* based on the percentage change from one year ago in the *CBA*.



## SECTION H SPECIAL CONTRACT REQUIREMENTS

### 1. SECURITY

#### Security Requirements and Personal Identity Verification Procedures (Non-Classified Contract)

##### FAR 52.204-9 Personal Identity Verification of Contractor Personnel (SEPT 2007)

The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201. The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

### 2. SUITABILITY DETERMINATIONS

All contract employees requiring routine unescorted access to Federally-controlled facilities and/or information systems for more than 6 months (Regular Employees) will be required to undergo a suitability determination before a facility identification card is issued. Prior to the time that an identification card is issued, such Regular Employees will be required to comply with normal facility access control procedures, including sign-in, temporary badging, and escorted entry, as applicable.

Failure of a Regular Employee to receive a favorable suitability determination shall be cause for removal of the employee from the work site and from other work in connection with the Contract.

Contract employees working less than 6 months (Temporary Employees) may, at the Government's option, be required to undergo a lesser form of suitability determination. Prior to the time that an identification card is issued, if at all, such Temporary Employees will be required to comply with normal facility access control procedures, including sign-in, temporary badging, and escorted entry, as applicable.

Temporary Employees who have not received a favorable suitability determination shall be escorted at all times while in non-public space, as directed by the Government.

The Government, at its sole discretion, may grant temporary suitability determinations to Regular or Temporary Employees. However, the granting of a temporary suitability determination to any such employee shall not be considered as assurance that a favorable suitability determination will follow. The Contracting Officer or his/her designated representative shall provide the Contractor with required forms for obtaining necessary clearances. The Contractor shall be required to cause such forms to be returned to the Government for processing not later than 14 days following being provided by the Government.

The Contractor shall be responsible for planning and scheduling its work in such a manner as to account for facility access issues. Difficulties encountered by the Contractor in gaining access to facilities by its employees and subcontractors shall not be an excuse to any Contractor performance under the Contract.

### 3. COMPLIANCE WITH SECURITY REQUIREMENTS

The Contractor shall comply with all GSA and tenant agency security requirements in the building(s) where work is being performed. When a controlled personnel identification access system is used by a tenant agency at a site where work is performed, the tenant agency will be responsible for providing any required access credentials. Credentials shall be displayed at all times or as otherwise required by the tenant agency.

**Sign In/Sign Out Log:** The GSA Form 139 is the designated log format used for Contract employees to identify themselves by providing appropriate information and their signatures as they enter and leave the building. The Government requires all Contract employees to use this form whenever they enter or leave the building, which includes during Months of Operation, whenever providing all services. Each contract employee must sign-out (in addition to signing in) using the same line that they used when signing in. Contract supervisors must indicate their titles alongside their signatures. The GSA Form 139 Log shall be signed by all contract employees at the building entrance or other location designated by the COR or Ordering Official. With the approval of the COR, this requirement may be waived for all contract employees with a current, valid, identification/building pass.

**Identification/Building Pass:**

The Contractor shall ensure each of his employees obtains a current, valid building pass before the employee enters the building on duty. The Contractor shall also ensure that the employee returns the building pass upon leaving their employment. The Contractor will notify the COR when employee badges are lost. It will be the responsibility of the Contractor to pay for replacement badges at the rate of **\$50.00 per badge**. The Contractor shall see that all employees carry their passes with them during duty months and show them upon request. The COR or other designated GSA personnel shall periodically verify passes of Contractor employees with their personnel identification.

**Clearances:** The Government shall have and exercise full and complete authority over granting, denying, withholding, or terminating clearances for contract employees. The Government may, as it deems appropriate, authorize and grant temporary clearances to contract employees. However, the granting of a temporary clearance to any such employee shall not be considered assurance that a full clearance will follow as a result or condition thereof. The granting of either temporary or full clearance shall in no way prevent, preclude, or bar the withdrawal or termination of, any such clearance by the Government.

**Security Clearance Requirements:**

Not later than five (5) working days before start date of the contract, the Contractor shall submit two (2) completed and legible Forms FD-258, Fingerprint Charts, and one (1) Standard Form 85P, Questionnaire for Public Trust Positions, (both provided by the Government) to the COR for all contract employees who have access to the buildings, including those officers of the firm who may visit the work site during the period of this contract. If the COR receives an unsuitable report on any employee after processing these forms, the Contractor shall be advised immediately that such employee cannot continue to work or be assigned to work under this contract. These forms must also be submitted for replacement employees before entrance on duty. Should the original Contractor be replaced, succeeding Contractors will exempt contract employees hired by the previous Contractor and cleared through this process from submitting additional forms if they have been cleared within the past three (3) years, unless specifically requested to do so by the COR. However, new identification badges will need to be issued.

**Document Security Requirements:** The Service Provider must follow the following standard requirements:

**Document Security:** For Sensitive But Unclassified (SBU) Paper and Electronic Building Information, see PBS ORDER PBS 3490.1, March 8, 2002. This order outlines the PBS security procedures needed to reduce the risk that the material will be used for dangerous or illegal purposes.

**Limiting Dissemination to Authorized Users:** Dissemination of information shall only be made upon determination that the recipient is authorized to receive it. The criterion to determine authorization is need-to-know. Those with a need-to-know are those who are specifically granted access for the conduct of business on behalf of or with GSA. This includes all persons or firms necessary to do work at the request of the Government, such as architects and engineers, consultants, Contractors, sub-contractors, suppliers, and others that the Service Provider deems necessary in order to submit an offer/bid or to complete the work or contract, as well as maintenance and repair Contractors and equipment service Contractors. It is the responsibility of the person or organization disseminating the information to assure that the recipient is an authorized user and to keep records of the recipients.

**Identification Credential**

- Upon receipt of a favorable suitability determination, each Regular or Temporary Employee shall be issued an identification credential (Credential) permitting regular access to the building(s) where work is being performed.
- Regular or Temporary Employees with Credentials shall be required to comply with all applicable access security screening procedures applicable to Government or other personnel possessing similar Credentials.
- All Contractor or subcontractor employees possessing Credentials shall visibly display their Credentials at all times while in the building(s) where work is being performed.
- The Contractor shall be responsible for ensuring that all identification credentials are returned to the Government when a particular Contractor or subcontractor employee will no longer be providing service under the Contract at the building(s) covered by the Credential.



- The Contractor will notify the Government when Credentials are lost. In that event, the Contractor will be responsible for reimbursing the Government for its cost in issuing a replacement Credential.

#### **4. ESCORT REQUIREMENTS**

It may be necessary to escort temporary contract employees who do not have favorable preliminary or final suitability determinations and must work in federally controlled space. In those cases, all uncleared contract employees must be escorted in nonpublic space by a Government employee or another responsible cleared contract employee who is approved by the CO or designee. Other Government agencies may have specific agency security requirements for their own space that may only allow escort by Government employees or those designated by their agency. Government employees or approved cleared contract employees who provide escorts for uncleared contract employees must always be in close proximity and within eyesight of the uncleared contract employee. The contract escort must watch uncleared employees and remain with uncleared contract employees for the entire time they are in the building and or federally controlled space. Uncleared employees cannot be left alone or out of eyesight at anytime they are in nonpublic space. A cleared and approved escort may not allow several uncleared contract employees to be in federally controlled space, that is not within close proximity and within eyesight at all times. A cleared and approved escort may not allow multiple uncleared employees in non public space on different parts of one floor or different floors at the same time. Any security violation of escort requirements by a cleared and approved contract employee will result in the immediate removal from the contract of all contract employees involved, i.e., escorts and uncleared escorted contract employees. Also, violations of escort requirements by contract employees in accordance with security requirements may be grounds for termination of the contract.

#### **5. STANDARDS OF CONDUCT**

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking disciplinary action with respect to his employees as necessary.

#### **6. REMOVAL FROM CONTRACT WORK**

- As provided in the clause entitled "Qualifications of Employees", the contracting officer or a designated representative may require the Contractor to remove any employee(s) from GSA controlled buildings or other real property should it be determined that the individual(s) is either unsuitable for security reasons or otherwise unfit to work on GSA controlled property. This shall include, but not be limited to, instances where an employee is determined, in the Government's sole discretion, to be incompetent, careless, insubordinate, unsuitable or otherwise objectionable.
- A contractor employee may also be removed where the continued employment of the contractor employee in connection with the Government work is deemed, in the Government's sole discretion, contrary to the public interest, inconsistent with the best interests of security, or a potential threat to the health, safety, security, general well being or operational mission of the facility and its population.
- Where a contractor employee is granted a temporary suitability determination, and an unfavorable final suitability determination is later rendered, the Government may insist on the employee's removal from the work site and from other work in connection with the Contract.
- The Contractor shall be responsible for providing replacement employees in cases where contract employees are removed at no additional cost to the Government.

#### **7. SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION**

Dissemination of sensitive but unclassified paper and electronic building information shall be made on a "need to know" basis in accordance with GSA Order PBS P 3490.1, a copy of which will be made available upon request.

SBU information includes, but is not limited to:

- Paper and or electronic documentation of the physical facility information.
- Building designs (such as floor plans).

- Construction and renovation or alteration plans and specifications.
- Equipment plans and locations.
- Building operating plans.
- Information used for building service contracts and or contract guard services.
- For all GSA controlled facilities, any other information considered a security risk must be considered covered under this category.

#### **8. GOVERNMENT FORMS**

The various Government forms mentioned in this document such as personal history forms, sign-out forms, inspection forms, etc., may be obtained from the COR.

#### **9. OTHER CONTRACTORS**

The Government may undertake or award other contracts for additional work, and the Contractor must fully cooperate with such other Contractors or Government employees. The Contractor must carefully schedule his own work, in conjunction with the additional work, as may be directed by the COR. In addition, the Contractor must not commit or permit any act that will interfere with the performance of work by another Contractor or by Government employees.

#### **10. UNIFORMS**

All workers must wear a uniform with the Contractor's logo while working within the building. Each Contractor employee, including supervisors, shall present a neat appearance. Contractor must ensure uniforms are in good shape, not torn, and must not look worn. Clothing shall have the Contractor's name affixed thereon in a permanent or semi-permanent manner, such as a badge or monogram, which is easily read.

**SECTION I  
CONTRACT CLAUSES**

**1. WAGE DETERMINATION**

Bidders are advised that the various classes of service employees who will be employed in the performance of the contract awarded under this Invitation for Bid/Request for Proposal must be paid the minimum monetary wage and shall be furnished fringe benefits shown on the attached Wage Determination No. 1996-0134 (Rev 19) dated 7/26/2010. This determination was issued under the provisions of the McNamara-O'Hara Service Contract Act (79 Stat. 1034), and in accordance with Part 4.3 of 29 CFR Part 4.3.

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

(b) (6)

Shirley F. Ebbesen  
Director

Division of  
Wage Determinations

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON, D.C. 20210

Wage Determination No.: 1996-0134  
Revision No.: 19  
Date of Last Revision: 07/26/2010

This wage determination applies to the following locations: for GSA CONTRACTS ONLY:

ALABAMA: As defined in the 4 locations below:

- (1) Autauga, Barbour, Bibb, Blount, Bullock, Butler, Calhoun, Chambers, Cherokee, Chilton, Clay, Cleburne, Coffee, Colbert, Coosa, Cullman, Dallas, Elmore, Etowah, Fayette, Franklin, Greene, Hale, Jefferson, Lamar, Lauderdale, Lawrence, Limestone, Lowndes, Macon, Madison, Marengo, Marion, Marshall, Montgomery, Morgan, Perry, Pickens, Randolph, St. Clair, Shelby, Sumter, Talladega, Tallapoosa, Tuscaloosa, Walker and Winton.
- (2) Baldwin, Choctaw, Clarke, Conecuh, Covington, Greenshaw, Dale, Escambia, Geneva, Henry, Houston, Mobile, Monroe, Pike, Washington and Wilcox.
- (3) Lee and Russell.
- (4) DeKalb and Jackson.

ARKANSAS: As defined in the 2 locations below:

- (1) Statewide, except : Crittenden
- (2) Crittenden

COLORADO: Statewide

FLORIDA: As defined in the 5 locations below:

- (1) Alachua, Baker, Bradford, Clay, Columbia, Dixie, Duval, Flagler, Franklin, Gadsden, Gilchrist, Hamilton, Jefferson, Lafayette, Leon, Liberty, Madison, Nassau, Putnam, St. Johns, Suwannee, Taylor, Union, and Wakulla.
- (2) Broward, Collier, Dade, Henry, Martin, Monroe, and Palm Beach.
- (3) Charlotte, Citrus, De Soto, Glads, Hardee, Hernando, Hillsborough, Lee, Levy, Manatee, Pasco, Pinellas, Sarasota, and Sumter.
- (4) Brevard, Highlands, Indian River, Lake, Marion, Okeechobee, Orange, Osceola, Polk, St. Lucie, Seminole and Volusia.
- (5) Bay, Calhoun, Escambia, Gulf, Holmes, Jackson, Okaloosa, Santa Rosa, Walton and Washington.

GEORGIA: As defined in the 4 location below:

- (1) Atkinson, Bacon, Baker, Berrien, Brantley, Brooks, Camden, Chalton, Clinch, Coffee, Colquitt, Cook, Decatur, Dougherty, Early, Echols, Grady, Glynn, Lanier, Lowndes, Miller, Mitchell, Pierce, Seminole, Thomas, Tift, Ware and Worth.
- (2) Catoosa, Chattooga, Dade, Fannin, Gilmer, Gordon, Murray, Walker and Whitfield.
- (3) Rabun
- (4) Statewide except those listed in locations 1, 2 and 3.

IOWA: As defined in the 3 locations below:

- (1) Statewide except Allamakee, Clayton, Dubuque, Fremont,

- Harrison, Jackson, Mills, Montgomery, Page, Pottawattamie, and Shelby.  
 (2) Fremont, Harrison, Mills, Montgomery, Page, Pottawattamie and Shelby.  
 (3) Allamakee, Clayton, Dubuque, and Jackson.

## KANSAS: Statewide

## KENTUCKY: As defined in the 4 locations below:

- (1) Boone, Bracken, Campbell, Gallatin, Grant, Kenton, Mason and Pendleton.  
 (2) Ballard, Caldwell, Calloway, Carlisle, Christian, Crittenden, Daviess, Fulton, Graves, Henderson, Hickman, Hopkins, Livingston, Lyon, Marshall, McCracken, Mclean, Trigg, Union and Webster.  
 (3) Adair, Allen, Anderson, Barren, Bath, Bell, Bourbon, Boyle, Breathitt, Breckinridge, Bullitt, Butler, Carroll, Casey, Clark, Clay, Clinton, Cumberland, Edmonson, Elliott, Estill, Fayette, Fleming, Floyd, Franklin, Garrard, Grayson, Green, Hancock, Hardin, Harlan, Harrison, Hart, Henry, Jackson, Jefferson, Jessamine, Johnson, Knott, Knox, Larue, Laurel, Lee, Leslie, Letcher, Lincoln, Logan, Madison, Magoffin, Marion, McCreary, Meade, Menifee, Mercer, Metcalfe, Monroe, Montgomery, Morgan, Muhlenberg, Nelson, Nicholas, Ohio, Oldham, Owen, Owsley, Perry, Pike, Powell, Pulaski, Robertson, Rockcastle, Rowen, Russell, Scott, Shelby, Simpson, Spencer, Taylor, Todd, Trimble, Warren, Washington, Wayne, Whitley, Wolfe and Woodford.  
 (4) Boyd, Carter, Greenup, Lawrence, Lewis, Martin, and Pike

## LOUISIANA: As defined in the 3 locations below:

- (1) Acadia, Ascension, Assumption, Avoyelles, Concordia, East Baton Rouge, East Feliciana, Evangeline, Iberia, Iberville, Jefferson, Lafayette, LaFourche, Livingston, Orleans, Plaquemines, Pointe Coupee, St. Bernard, St. Charles, St. Helena, St. James, St. John the Baptist, St. Landry, St. Martin, St. Mary, St. Tammany, Tangipahoa, Terrebonne, Vermillion, Washington, West Baton Rouge, and West Feliciana.  
 (2) Bienville, Bossier, Caddo, Caldwell, Catahoula, Claiborne, De Soto, E. Carroll, Franklin, Grant, Jackson, La Salle, Lincoln, Madison, Morehouse, Natchitoches, Ouachita, Rapides, Red River, Richland, Sabine, Tensas, Union, Vernon, Webster, W. Carroll and Winn.  
 (3) Allen, Beauregard, Calcasieu, Cameron, and Jefferson Davis.

## MISSISSIPPI: As defined in the 3 locations below:

- (1) Attala, Kemper, Leake, Lowndes, Neshoba, Noxubee, Oktibbeha and Winston.  
 (2) Clarke, George, Greene and Jackson.  
 (3) Adams, Amite, Claiborne, Copiah, Covington, Forrest, Franklin, Hancock, Harrison, Hinds, Jasper, Jefferson, Jefferson Davis, Jones, Lamar, Lauderdale, Lawrence, Lincoln, Madison, Marion, Newton, Pearl River, Perry, Pike, Rankin, Scott, Simpson, Smith, Stone, Walthall, Warren, Wayne, Wilkinson and Yazoo.  
 (4) Alcorn, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Choctaw, Clay, Coahoma, DeSoto, Grenada, Holmes, Humphrey, Issaquena, Itawamba, Lafayette, Lee, Leflore, Marshall, Monroe, Montgomery, Panola, Pontotoc, Prentiss, Quitman,



Sharkey, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo,  
Tunica, Union, Washington, Webster and Yalobusha.

MISSOURI: As defined in the 2 locations below:

- (1) Andrew, Atchison, Barry, Barton, Bates, Benton, Boone, Buchanan, Caldwell, Carroll, Cass, Cedar, Chariton, Christian, Clay, Clinton, Cooper, Dade, Dallas, Daviess, Dekalb, Douglas, Gentry, Greene, Grundy, Harrison, Henry, Hickory, Holt, Howard, Jackson, Jasper, Johnson, Laclede, Lafayette, Lawrence, Linn, Livingston, McDonald, Mercer, Miller, Moniteau, Morgan, Newton, Nodaway, Ozark, Pettis, Platte, Polk, Putnam, Ray, St. Clair, Saline, Stone, Sullivan, Taney, Vernon, Webster, Worth, and Wright.
- (2) Adair, Audrain, Bollinger, Butler, Callaway, Camden, Cape Girardeau, Carter, Clark, Cole, Crawford, Dent, Dunklin, Franklin, Gasconade, Howell, Iron, Jefferson, Knox, Lewis, Lincoln, Macon, Madison, Maries, Marion, Mississippi, Monroe, Montgomery, New Madrid, Oregon, Osage, Pemiscot, Perry, Phelps, Pike, Pulaski, Ralls, Randolph, Reynolds, Ripley, Schuyler, Scotland, Scott, Shannon, Shelby, St. Charles, St. Francois, St. Louis, St. Louis City, Ste. Genevieve, Stoddard, Texas, Warren, Washington and Wayne.

MONTANA: Statewide

NEBRASKA: As defined in the 2 locations below:

- (1) Statewide, except: Burt, Cedar, Cuming, Dakota, Dixon, Stanton, Thurston and Wayne.
- (2) Burt, Cedar, Cuming, Dakota, Dixon, Stanton, Thurston and Wayne.

NEW MEXICO: Statewide

NORTH CAROLINA: As defined in the 3 locations below:

- (1) Alexander, Alleghay, Anson, Avery, Buncombe, Burke, Cabarrus, Caldwell, Catawba, Cherokee, Clay, Cleveland, Gaston, Graham, Haywood, Henderson, Iredell, Jackson, Lincoln, Macon, Madison, McDowell, Mecklenburg, Mitchell, Montgomery, Polk, Richmond, Rowen, Rutherford, Stanly, Swain, Transylvania, Union, Watauga, Wilkes and Yancey.
- (2) Alamance, Beaufort, Bertie, Bladen, Brunswick, Carteret, Caswell, Chatham, Columbus, Craven, Cumberland, Davidson, Davie, Duplin, Durham, Edgecombe, Forsyth, Franklin, Granville, Greene, Guilford, Halifax, Harnett, Hoke, Hyde, Johnston, Jones, Lee, Lenoir, Martin, Moore, Nash, New Hanover, Onslow, Orange, Pamlico, Pender, Person, Pitt, Randolph, Robeson, Rockingham, Sampson, Scotland, Stokes, Surry, Tyrrell, Vance, Wake, Warren, Washington, Wayne, Wilson and Yadkin.
- (3) Camden, Chowan, Currituck, Dare, Gates, Hertford, Northampton, Pasquotank and Perquimans.

NORTH DAKOTA: Statewide

OKLAHOMA: As defined in the 2 locations below:

- (1) Adair, Atoka, Bryan, Cherokee, Choctaw, Coal, Craig, Creek, Delaware, Haskell, Hughes, Latimer, LeFlore, Mayes, McCurtain, McIntosh, Muskogee, Nowata, Okfuskee, Okmulgee, Osage, Ottawa, Pawnee, Pittsburg, Pushmataha, Rogers, Sequoyah, Tulsa, Wagoner, and Washington.

- (2) Alfalfa, Beaver, Beckham, Blaine, Caddo, Canadian, Carter, Cimarron, Cleveland, Comanche, Cotton, Custer, Dewey, Ellis, Garfield, Garvin, Grady, Grant, Greer, Harmon, Harper, Jackson, Jefferson, Johnston, Kay, Kingfisher, Kiowa, Lincoln, Logan, Love, Major, Marshall, McClain, Murray, Noble, Oklahoma, Payne, Pontotoc, Pottawatomie, Roger Mills, Seminole, Stephens, Texas, Tillman, Washita, Woods, and Woodward.

SOUTH CAROLINA: As defined in the 2 locations below:

- (1) Statewide except: Aiken, Allendale, Bamberg, Barnwell, Beaufort, Edgefield, Hampton and Jasper.  
 (2) Aiken, Allendale, Bamberg, Barnwell, Beaufort, Edgefield, Hampton and Jasper.

SOUTH DAKOTA: Statewide

TENNESSEE: As defined in the 2 locations below:

- (1) Benton, Carroll, Chester, Crockett, Decatur, Dyer, Fayette, Gibson, Hardeman, Hardin, Haywood, Henderson, Henry, Houston, Humphreys, Lake, Lauderdale, Madison, McNairy, Obion, Perry, Shelby, Stewart, Tipton, Wayne and Weakley.  
 (2) Andersen, Bedford, Bledsoe, Blount, Bradley, Campbell, Cannon, Carter, Cheatham, Clay, Coffee, Cheatham, Claiborne, Clay, Cocke, Coffee, Cumberland, Davidson, De Kalb, Dickson, Fentress, Franklin, Giles, Grainger, Greene, Grundy, Hamblen, Hamilton, Hancock, Hawkins, Hickman, Jackson, Jefferson, Johnson, Knox, Lawrence, Lewis, Lincoln, Loudon, Macon, Marion, Marshall, Maury, McMinn, Meigs, Monroe, Montgomery, Moore, Morgan, Overton, Pickett, Polk, Putnam, Rhea, Roane, Robertson, Rutherford, Scott, Sequatchie, Sevier, Smith, Sullivan, Sumner, Trousdale, Unicoi, Union, Van Buren, Warren, Washington, White, Williamson and Wilson.

TEXAS: As defined in the 5 locations below:

- (1) Anderson, Andrews, Archer, Armstrong, Bailey, Baylor, Bell, Borden, Bosque, Bowie, Briscoe, Brown, Callahan, Camp, Carson, Cass, Castro, Cherokee, Childress, Clay, Cochran, Coke, Coleman, Collin, Collingsworth, Comanche, Cooke, Cottle, Crosby, Dallam, Dallas, Dawson, Deaf Smith, Delta, Denton, Dickens, Donley, Eastland, Ector, Ellis, Erath, Falls, Fannin, Fisher, Floyd, Foard, Franklin, Freestone, Gaines, Garza, Glasscock, Gray, Grayson, Gregg, Hale, Hall, Hansford, Hardeman, Harrison, Hartley, Haskell, Hemphill, Henderson, Hill, Hockley, Hood, Hopins, Howard, Hunt, Hutchison, Jack, Johnson, Jones, Kaufman, Kent, King, Knox, Lamar, Lamb, Limestone, Lipscomb, Lubbock, Lynn, Marion, Martin, McLennan, Midland, Mitchell, Montague, Moore, Morris, Motley, Navarro, Nolan, Ochiltree, Oldham, Palo Pinto, Panola, Parker, Parmer, Potter, Rains, Randall, Red River, Roberts, Robertson, Rockwall, Runnels, Rusk, Scurry, Shackelford, Sherman, Smith, Somervell, Stephens, Sterling, Stonewall, Swisher, Tarrant, Taylor, Terry, Throckmorton, Titus, Upshur, VanZandt, Wheeler, Wichita, Wilbarger, Winkler, Wise, Wood, Yoakum and Young.  
 (2) Aransas, Atascosa, Bandera, Bee, Bexar, Brewster, Brooks, Cameron, Comal, Crane, Crockett, Culberson, De Witt, Dimmit, Duval, Edwards, Frio, Gillespie, Goliad, Gonzales, Guadalupe, Hidalgo, Jeff Davis, Jim Hogg, Jim Wells, Karnes, Kendall, Kenedy, Kerr, Kinney, Kleberg, La Salle, Lavaca, Live Oak,

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Loving, Maverick, McMullen, Medina, Nueces, Pecos,  
Presidio, Reagan, Real, Reeves, Refugio, San Patricio, Starr,  
Terrell, Upton, Uvalde, Val Verde, Ward, Webb, Willacy,  
Wilson, Zapata, and Zavala.

(3) Bastrop, Blanco, Burnet, Caldwell, Concho, Coryell, Hamilton,  
Hays, Irion, Kimble, Lampasas, Lee, Llano, Mason, McCulloch,  
Menard, Milam, Mills, San Saba, Schleicher, Sutton, Tom  
Green, Travis, and Williamson.

(4) Angelina, Austin, Brazoria, Brazos, Burleson, Calhoun,  
Chambers, Colorado, Fayette, Fort Bend, Galveston, Grimes,  
Hardin, Harris, Houston, Jackson, Jasper, Jefferson, Leon,  
Liberty, Madison, Matagorda, Montgomery, Nacogdoches,  
Newton, Orange, Polk, Sabine, San Augustine, San Jacinto,  
Shelby, Trinity, Tyler, Victoria, Walker, Waller, Washington,  
and Wharton.

(5) El Paso and Hudspeth

UTAH: Statewide

WYOMING: As defined in the 3 locations below:

(1) Fremont, Lincoln, Sublette, Teton and Uinta counties.

(2) Big Horn, Crook, Hot Springs, Johnson, Park, Sheridan,  
Washakie and Weston counties.

(3) Albany, Carbon, Converse, Campbell, Goshen, Laramie,  
Natrona, Niobrara, Platte and Sweetwater Counties

\*\* Fringe Benefits Required Follow the Occupational Listing \*\*

CODE	OCCUPATION TITLE	FOOTNOTE	RATE
23210	Elevator Repairer:		
	Alabama 1		33.350
	Alabama 2		34.110
	Alabama 3		33.980
	Alabama 4		34.460
	Arkansas 1		34.150
	Arkansas 2		34.380
	Colorado Statewide		36.940
	Florida 1		33.350
	Florida 2		36.440
	Florida 3		33.820
	Florida 4		35.080
	Florida 5		34.110
	Georgia 1		33.350
	Georgia 2		34.460
	Georgia 3		33.350
	Georgia 4		33.980
	Iowa 1		36.740
	Iowa 2		36.460
	Iowa 3		42.540
	Kansas Statewide		39.610
	Kentucky 1		37.470
	Kentucky 2		40.945
	Kentucky 3		36.940



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	Kentucky 4	38.530
	Louisiana 1	33.350
	Louisiana 2	34.150
	Louisiana 3	34.955
	Mississippi 1	33.350
	Mississippi 2	34.110
	Mississippi 3	33.350
	Mississippi 4	34.380
	Missouri 1	39.610
	Missouri 2	40.495
	Montana Statewide	44.140
	Nebraska 1	36.460
	Nebraska 2	36.740
	New Mexico Statewide	34.840
	North Carolina 1	33.350
	North Carolina 2	33.350
	North Carolina 3	33.960
	North Dakota Statewide	40.810
	Oklahoma 1	33.450
	Oklahoma 2	33.350
	South Carolina 1	33.350
	South Carolina 2	33.980
	South Dakota Statewide	36.740
	Tennessee 1	34.380
	Tennessee 2	34.460
	Texas 1	33.890
	Texas 2	33.350
	Texas 3	33.660
	Texas 4	34.955
	Texas 5	34.840
	Utah Statewide	36.165
	Wyoming 1	36.165
	Wyoming 2	44.140
	Wyoming 3	36.940
23220	Elevator Repairer Helper:	
	Alabama (1)	23.345
	Alabama (2)	23.880
	Alabama (3)	23.790
	Alabama (4)	24.120
	Arkansas (1)	23.905
	Arkansas (2)	24.070
	Colorado Statewide	25.860
	Florida (1)	23.345
	Florida (2)	25.510
	Florida (3)	23.680
	Florida (4)	24.560
	Florida (5)	23.880
	Georgia (1)	23.345
	Georgia (2)	24.120

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Georgia (3)	23.345
Georgia (4)	23.790
Iowa (1)	25.720
Iowa (2)	25.520
Iowa (3)	29.780
Kansas Statewide	27.730
Kentucky (1)	26.230
Kentucky (2)	28.660
Kentucky (3)	25.860
Kentucky (4)	26.970
Louisiana (1)	23.345
Louisiana (2)	23.905
Louisiana (3)	24.470
Mississippi (1)	23.345
Mississippi (2)	23.880
Mississippi (3)	23.345
Mississippi (4)	24.070
Missouri (1)	27.730
Missouri (2)	28.660
Montana Statewide	30.900
Nebraska (1)	36.460
Nebraska (2)	25.720
New Mexico Statewide	24.390
North Carolina (1)	23.345
North Carolina (2)	23.345
North Carolina (3)	23.770
North Dakota Statewide	28.570
Oklahoma (1)	23.415
Oklahoma (2)	23.345
South Carolina (1)	23.345
South Carolina (2)	23.790
South Dakota Statewide	25.720
Tennessee (1)	24.070
Tennessee (2)	24.120
Texas (1)	23.720
Texas (2)	23.345
Texas (3)	23.560
Texas (4)	24.470
Texas (5)	24.390
Utah Statewide	25.320
Wyoming (1)	25.320
Wyoming (2)	30.900
Wyoming (3)	25.860

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$10.025 per hour for all hours worked.

**VACATION:** Annual vacation pay is accrued as follows: After 6 months but less than 5 years of service in the industry, 6 percent of regular hourly rate for all hours worked, not to exceed 120 hours pay; more than 5 years of service in the industry, 8 percent of regular hourly rate for all hours worked, at least 160 hours vacation pay. Maximum hours of vacation pay are applicable to an employee who works 1750 hours or more but less than 2000 hours in the year.

**HOLIDAYS:** A minimum of eight paid holidays per year: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Day after Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

**PENSION:** Elevator - \$5.96 for all hours worked.

**EDUCATIONAL FUND:** Elevator Quarterly 9 - \$.55 per hour

401(K) Annuity - \$3.50 per hour for all hours worked.

Elevator - Work Preservation Fund - \$.20.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<https://www.acquisition.gov/comp/far/index.html> and <https://www.acquisition.gov/comp/gsam/gsam.html>

52.202-1	Definitions
52.203-3	Gratuities
52.203-5	Covenant Against Contingent Fees
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
52.203-11	Certification and Disclosure Regarding Payments To Influence Certain Federal Transactions
52.203-12	Limitation on Payments to Influence Certain Federal Transactions
52.204-4	Printed or Copied Double-Sided on Recycled Paper
52.204-7	Central Contractor Registration
52.204-9	Personal Identity Verification of Contractor Personnel
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
52.215-2	Audit and Records
52.215-8	Order of Precedence – Uniform Contract Format
52.215-14	Integrity of Unit Prices
52.217-2	Cancellation Under Multi-year Contracts
52.217-8	Option to Extend Services
52.219-8	Utilization of Small Business Concerns
52.219-9	Small Business Subcontracting Plan
52.219-14	Limitations on Subcontracting
52.219-16	Liquidated Damages – Subcontracting Plan
52.222-1	Notice to the Government of Labor Disputes
52.222-3	Convict Labor
52.222-4	Contract Work Months and Safety Standards Act -- Overtime Compensation
52.222.38	Compliance with Veterans Employment Reporting
52.222-41	Service Contract Act of 1965
52.222-43	Fair Labor Standard Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts)
52.222-50	Combating Trafficking in Persons
52.222-54	Employment Eligibility Verification
52.223-1	Biobased Product Certification
52.223-2	Affirmative Procurement of Biobased Products Under Service & Construction Contracts
52.223-5	Pollution Prevention and Right-to-Know Information
52.223-6	Drug-Free Workplace
52.223-10	Waste Reduction Program
52.223-14	Toxic Chemical Release Reporting
52.223-15	Energy Efficiency in Energy-Consuming Products
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts
52.223-18	Contractor Policy to Ban Text Messaging While Driving
52.226-1	Utilization of Indian Organizations and Indian Owned Economic Enterprises
52.227-1	Authorization and Consent
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
52.229-3	Federal, State, and Local Taxes
52.232-8	Discounts for Prompt Payment
52.232-11	Extras
52.232-17	Interest
52.232-18	Availability of Funds

52.232-23	Assignment of Claims
52.232-33	Payment by Electronic Funds Transfer- CCR
52.223-1	Disputes
52.233-3	Protest After Award
52.223-4	Applicable Law for Breach on Contract Claim
52.237-1	Site Visit
52.237-2	Protection of Government Buildings, Equipment, and Vegetation
52.237-3	Continuity of Services
52.242-13	Bankruptcy
52.242-15	Stop-Work Order
52.244-5	Competition in Subcontracting
52.246-4	Inspection of Services – Fixed Price
52.246-25	Limitation of Liability -- Services
52.249-1	Termination for Convenience of the Government (Fixed Price)
52.249-8	Default (Fixed-Price Supply and Service)
52.253-1	Computer Generated Forms
552.203-71	Restriction on Advertising
552.217-71	Notice Regarding Options
552.219-73	Goals for subcontracting Plan - Subcontracting Plans
552.232-23	Assignment of Claims
552.232-72	Final Payment Under Billing Service Contracts
552.237-70	Qualifications of Offerors
552.237-71	Qualifications of Employees
552.243-71	Equitable Adjustments

#### **FAR 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS**

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) “Remit to” address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right



to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section  
Suite 8100  
470 East L'Enfant Plaza, SW  
Washington, DC 20407

Telephone (202) 619-8925  
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (i) ASSIST (<http://assist.daps.dla.mil>).
- (ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).
- (iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

- (i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the



internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *Central Contractor Registration*. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

#### **FAR 52.212-2 EVALUATION – COMMERCIAL ITEMS**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

See Section M "Evaluation Factors for Award"

Technical and past performance, when combined, are significantly more important than cost or price.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. (End of provision)

#### **FAR 52.212-4 CONTRACT TERMS AND REQUIREMENTS – COMMERCIAL ITEMS**

(a) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or

services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.



(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Months and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757. (End of clause)

#### **FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

X (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_\_ (4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009) (Pub. L. 111-5).

\_\_\_ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

\_\_\_ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (7) [Reserved]

\_\_\_ (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-6.

\_\_\_ (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

- \_\_\_ (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- X (11)(i) 52.219-9, Small Business Subcontracting Plan (Apr 2008) (15 U.S.C. 637(d)(4)).
- \_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
- \_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
- X (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- X (13) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (June 2003) of 52.219-23.
- \_\_\_ (15) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (16) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- \_\_\_ (18) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
- X (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (20) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Aug 2009) (E.O. 13126).
- X (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- X (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- X (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- X (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- \_\_\_ (26) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- X (27)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA—Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- X (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- \_\_\_ (29)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- \_\_\_ (ii) Alternate I (DEC 2007) of 52.223-16.
- X (30) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- \_\_\_ (31)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- \_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.



- \_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.
- \_\_\_ (32) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X (33) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (36) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_ (37) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (38) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- \_\_\_ (39) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- X (40) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).
- \_\_\_ (41) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- \_\_\_ (42)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- \_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

- X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
- \_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- \_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- \_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
- \_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).
- \_\_\_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
- X (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other



clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

Records relating to

appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) [Reserved]

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

\_\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations. (End of clause)

#### **FAR 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING**

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that—

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

☐ (v) The facility is not located in the United States or its outlying areas..  
(End of clause)

#### **AFFIRMATIVE PROCUREMENT PROGRAM**

(a) GSA is required to procure and use products containing recovered materials, environmentally preferable, and bio-based products. These items will be used to the maximum extent feasible unless the item is not available competitively within a reasonable time frame, does not meet appropriate performance standards, or is only available at an unreasonable price.

(b) In support of this program, products that meet the following criteria are considered acceptable--

(1) Products specified by the U.S. Environmental Protection Agency (EPA) as Comprehensive Procurement Guideline (CPG) items and their associated Recovered Materials Advisory Notices (RMANs). The list of CPG items is available at <http://www.epa.gov/cpg>.

(2) Products designated as environmentally oriented in the GSA Federal Supply Service "Environmental Products and Services Guide." This guide is available at the FSS Environmental Homepage at <http://pub.fss.gsa.gov/environ>.

(3) Additional information on environmentally preferable products may be found through sources such as the U.S. EPA's Environmentally Preferable Purchasing Program's website: <http://yosemite1.epa.gov/oppt/ppstand2.nsf> or information published by the Office of the Federal Environmental Executive at <http://www.ofee.gov/gp/gp.htm>

(3) Products to be designated, in the future, as bio-based products on the United States Department of Agriculture (USDA) Bio-based Products List.

(c) In accordance with the FAR 52.223-9, Certification and Estimate of Percentage of Recovered Material Content for EPA-Designated Items, the Contractor must provide the required certification and estimate at contract completion. In addition, interim annual reports, estimating the percentage of total recovered material used in contract performance, including, if applicable, the percentage of post-consumer material content, shall be provided by the Contractor **no later than November 1 of each year**, with data for the preceding twelve-month period ending September 30.

#### **FAR 52.216-18 ORDERING**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 10/01/2011 – 9/30/2026.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule. (End of clause)

#### **FAR 52.216-19 ORDER LIMITATIONS**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$1.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$5,000,000;

(2) Any order for a combination of items in excess of \$6,000,000; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### **FAR 52.216-21 REQUIREMENTS**

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government’s requirements do not result in orders in the quantities described as “estimated” or “maximum” in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for



by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after September 30, 2020.

#### **FAR 52.223-11 OZONE DEPLETING SUBSTANCES**

(a) *Definition.* "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as—

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

The Contractor shall insert the name of the substance(s).

#### **FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT**

(a) During the term of this contract, the Contractor shall post a notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relation Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required notice, printed by the Department of Labor, can be—

(1) obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5609, Washington, DC

20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs; or provided by the Federal contracting agency, if requested; or

(2) downloaded from the Office of Labor-Management Standards web site at [www.dol.gov/olms/regs/compliance/E013496](http://www.dol.gov/olms/regs/compliance/E013496); or

(44) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the Employee Notification referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the Employee Notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and FAR Subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 471, which implements E.O. 13496 or as otherwise provided by law.

(f) *Subcontracts.* (1) The Contractor shall include the substance of the provisions of paragraphs (a) through (f) of this clause in every subcontract that exceeds \$10,000 unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor and subcontractor are not permitted to procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this subpart.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for non compliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

#### **GSAM 552.217-71 NOTICE REGARDING OPTIONS**

The General Services Administration (GSA) has included an option to extend the term of the contract in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful Offeror that performs at a level which meets or exceeds GSA's quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's past performance under this contract in accordance with 48 CFR 517.207. (End of provision)

#### **GSAM 552.232-25 PROMPT PAYMENT (Deviation FAR 52.232-25)**

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (c)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) *Invoice payments.*

(1) The due date for making invoice payments by the designated payment office is:

(i) For orders placed electronically by the General Services Administration (GSA) Federal Acquisition Service (FAS), and to be paid by GSA through electronic funds transfer (EFT), the later of the following two events:

(A) The 10<sup>th</sup> day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10<sup>th</sup> day after the date of the Contractor's invoice; provided the



Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(B) The 10<sup>th</sup> day after Government acceptance of supplies delivered or services performed by the Contractor.

(ii) For all other orders, the later of the following two events:

(A) The 30<sup>th</sup> day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 30<sup>th</sup> day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(B) The 30<sup>th</sup> day after Government acceptance of supplies delivered or services performed by the Contractor.

(iii) On a final invoice, if the payment amount is subject to contract settlement actions, acceptance occurs on the effective date of the contract settlement.

(2) The General Services Administration will issue payment on the due date in paragraph (a)(1)(i) of this clause if the Contractor complies with full cycle electronic commerce. Full cycle electronic commerce includes all the following elements:

(i) The Contractor must receive and fulfill electronic data interchange (EDI) purchase orders (transaction set 850).

(ii) The Contractor must generate and submit to the Government valid EDI invoices (transaction set 810) or submit invoices through the GSA Finance Center Internet-based invoice process. Internet-based invoices must be submitted using procedures provided by GSA.

(iii) The Contractor's financial institution must receive and process, on behalf of the Contractor, EFT payments through the Automated Clearing House (ACH) system.

(iv) The EDI transaction sets in paragraphs (a)(2)(i) through (a)(2)(iii) of this clause must adhere to implementation conventions provided by GSA.

(3) If any of the conditions in paragraph (a)(2) of this clause do not occur, the 10 day payment due dates in (a)(1) become 30 day payment due dates.

(4) *Certain food products and other payments.*

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are—

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7<sup>th</sup> day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7<sup>th</sup> day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10<sup>th</sup> day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10<sup>th</sup> day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(5) *Contractor's invoice.* The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. Notwithstanding paragraph (g) of the clause at FAR 52.212-4, Contract Terms and Conditions—Commercial Items, if the Contractor submits hard-copy invoices, submit only an original invoice. No copies of the invoice are required. A proper invoice must include the items listed in

paragraphs (a)(5)(i) through (a)(5)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in paragraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(6) *Interest penalty.* An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(6)(i) through (a)(6)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(7) *Computing penalty amount.* The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in paragraph (c)(5) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7<sup>th</sup> day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance.



The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(8) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in paragraph (c)(7) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(9) *Additional interest penalty.*

(i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with paragraph (a)(9)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor—

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(9)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)

(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall—

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40<sup>th</sup> day after payment was made, except that—

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40<sup>th</sup> day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40<sup>th</sup> day after payment was made.

(iii)

(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except—

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in paragraph (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(7)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately.



Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) *Contract financing payments.*

(1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the *[insert day as prescribed by Agency head; if not prescribed, insert 30<sup>th</sup> day]* day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(End of clause)

#### **GSAM 552.237-70 QUALIFICATIONS OF OFFERORS**

(a) Offers will be considered only from responsible organizations or individuals now or recently engaged in the performance of building service contracts comparable to those described in this solicitation. To determine an Offeror's qualifications, the Offeror may be requested to furnish a narrative statement listing comparable contracts which it has performed; a general history of its operating organization; and its complete experience. An Offeror may also be required to furnish a statement of its financial resources; show that it has the ability to maintain a staff of regular employees adequate to ensure continuous performance of the work; and, demonstrate that its equipment and/or plant capacity for the work contemplated is sufficient, adequate, and suitable.

(b) Competency in performing comparable building service contracts, demonstration of acceptable financial resources, personnel staffing, plant, equipment, and supply sources will be considered in determining whether an Offeror is responsible.

(c) Prospective Offerors are advised that in evaluating these areas involving any small business concern(s), any negative determinations are subject to the Certificate of Competency procedures set forth in the Federal Acquisition Regulation. (End of provision)

#### **GSAM552.237-71 QUALIFICATION OF EMPLOYEES**

(a) The contracting officer or a designated representative may require the Contractor to remove any employee(s) from GSA controlled buildings or other real property should it be determined that the individual(s) is either unsuitable for security reasons or otherwise unfit to work on GSA controlled property.

(b) The Contractor shall fill out and cause each of its employees performing work on the contract work to fill out, for submission to the Government, such forms as may be necessary for security or other reasons. Upon request of the Contracting Officer, the Contractor and its employees shall be fingerprinted.

(c) Each employee of the Contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien

Registration Receipt Card Form I-151, or, who presents other evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

(End of clause)

## FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS

As prescribed in 9.104-7(a), insert the following provision:

## CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are o are not o presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have o have not o, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have o, have not o, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has or has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

#### **FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS**

As prescribed at 9.104-7(b), insert the following provision:

##### **INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)**

(a) *Definitions.* As used in this provision—

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

#### **FAR 52.219-71 NOTICE TO OFFERORS OF SUBCONTRACTING PLAN REQUIREMENTS.**

As prescribed in 519.708-70(a), insert the following provision:

##### **NOTICE TO OFFERORS OF SUBCONTRACTING PLAN REQUIREMENTS (JUNE 2005)**

The General Services Administration (GSA) is committed to assuring that maximum practicable opportunity is provided to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns to participate in the performance of this contract consistent with its efficient performance. GSA expects any subcontracting plan submitted pursuant to FAR 52.219-9, Small Business Subcontracting Plan, to reflect this commitment. Consequently, an offeror, other than a small business concern, before being awarded a contract exceeding \$500,000 (\$1,000,000 for construction), must demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as subcontractors in the performance of this contract.

#### **VENDOR PAST PERFORMANCE**

In compliance with Federal Regulations to complete annual past performance reports, the past performance reports for vendors can be sent to the Past Performance Information Retrieval System (PPIRS). PPIRS collects, maintains, and disseminates Contractor performance information as required by Federal Acquisition Regulation (FAR), Subpart 42.15.



**SECTION J**  
**EXHIBIT 1**

**Work Schedules and Reports**

**1. Initial Schedules and Reports.**

Not later than five working days before the contract start date, the Contractor shall submit the following data to the Contracting Officer's Representative for approval. If required by the COR, the Contractor shall resubmit that data annually on the contract anniversary dates:

<u>ITEM:</u>	<u>SECTION</u>
An annual schedule for preventive maintenance	C
Security clearance forms	H
Quality Control Plan	C

**2. Other Schedules, Reports, or Actions**

Record of Time of Arrival and Departure From Building	H
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**EXHIBIT 2****CONTRACTORS FORMAT**

Please review and comment to which ones add value to meeting and if any are a waste of time.

- Summary of service calls broken out by location/region listing the number of calls and type of call.
- Entrapment Report – number of each location
- 10 worst performing locations with a correction plan
- Capital Plan for repairs or upgrades
- Report of local quarterly meetings
- Over 30 days inspection deficiency list with update on completion date

## EXHIBIT 3

General Services Administration		
Annual Audit Report Form		
Audit Date:	Elevator Numbers (One form for each machine room)	
Building Name		
Address	City	State
Superintendent's Name:	Maintenance Contractor:	
1 = Poor, 2 = Below average, 3 = Average, 4 = Good, 5 = Great		
<b>Machine Room</b>		
Overall Condition _____		
Test Tags Current	Date	
Clean		
Comments		
<b>Car Top</b>		
Clean		
Test Tags Current	Date	
Comments		
<b>Inside Car</b>		
Ride Quality		
Conditions		
Comments		
<b>Pits</b>		
Clean		
Test Tags Current	Date	
Comments		
<b>Suggested Capitol Improvements ( With Budget Estimates)</b>		

(b) (4)



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**SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS**

**1. REMITTANCE ADDRESS**

When the Contractor wishes payments to be mailed to an address other than that indicated on the Standard Form 1449, Solicitation, Offer and Award, he/she shall insert the proper remittance address in the space provided below:

N/A

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**2. FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS**

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) *Definitions.* As used in this provision—

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation” means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Service-disabled veteran-owned small business concern"—

- (1) Means a small business concern—

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

- (2) Whose management and daily business operations are controlled by one or more women.

(b)

- (1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

- (2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs

N/A

*[Offeror to identify the applicable paragraphs at (c) through (n) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]*

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]*

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is, o is not a women-owned small business concern.

**Note:** Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it o is, o is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
50 or fewer	\$1 million or less
51–100	\$1,000,001–\$2 million
101–250	\$2,000,001–\$3.5 million
251–500	\$3,500,001–\$5 million
501–750	\$5,000,001–\$10 million
751–1,000	\$10,000,001–\$17 million
Over 1,000	Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no



material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) o *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns*. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(10) *HUBZone small business concern*. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that—

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31

<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t29t32+1665+30++%2831%29%20%20AND%20%28%2831%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20U.S.C. 1352>). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:  
Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—



(1) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror

certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) o In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) o Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror o does o does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror o does o does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available months on an annualized basis, or less than 20 percent of available months during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is

subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

- o TIN: \_\_\_\_\_.
- o TIN has been applied for.
- o TIN is not required because:
  - o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
  - o Offeror is an agency or instrumentality of a foreign government;
  - o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other \_\_\_\_\_.

(5) *Common parent.*

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:
  - Name \_\_\_\_\_.
  - TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) *Relation to Internal Revenue Code.* A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(2) *Representation.* By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one. (End of provision)



## SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

### 1. REMITTANCE ADDRESS

When the Contractor wishes payments to be mailed to an address other than that indicated on the Standard Form 1449, Solicitation, Offer and Award, he/she shall insert the proper remittance address in the space provided below:

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### 2.FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERICAL ITEMS

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) *Definitions.* As used in this provision—

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation” means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs

*[Offeror to identify the applicable paragraphs at (c) through (n) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]*

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]*

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is, o is not a women-owned small business concern.

**Note:** Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it o is, o is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
50 or fewer	\$1 million or less
51–100	\$1,000,001–\$2 million
101–250	\$2,000,001–\$3.5 million
251–500	\$3,500,001–\$5 million
501–750	\$5,000,001–\$10 million
751–1,000	\$10,000,001–\$17 million
Over 1,000	Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no



material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) o *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns*. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]*

(10) *HUBZone small business concern*. *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that—

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31*

<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t29t32+1665+30++%2831%29%20%20AND%20%28%2831%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20U.S.C. 1352>

*U.S.C. 1352*). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]



(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:  
Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror

certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available months on an annualized basis, or less than 20 percent of available months during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is



subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

- o TIN: \_\_\_\_\_.
- o TIN has been applied for.
- o TIN is not required because:
  - o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
  - o Offeror is an agency or instrumentality of a foreign government;
  - o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other \_\_\_\_\_.

(5) *Common parent.*

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:
  - Name \_\_\_\_\_.
  - TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) *Relation to Internal Revenue Code.* A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(2) *Representation.* By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one. (End of provision)

**3. FAR 52.214-16 MINIMUM BID ACCEPTANCE PERIOD**

- (a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.
- (b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- (c) The Government requires a minimum acceptance period of 120 calendar days.
- (d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.
- The bidder allows the following acceptance period: --- calendar days.
- (e) A bid allowing less than the Government's minimum acceptance period will be rejected.
- (f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within— (1) The acceptance period stated in paragraph (c) of this clause; or (2) Any longer acceptance period stated in paragraph (d) of this clause.

**4. CERTIFICATION OF REQUIRED INSURANCE**

- (a) By authorized signature below, the offeror certifies that it has and will maintain as current at all times during the performance of this contract (to include any options that may be exercised) insurance coverage in the kinds and amounts specified below:
- (1) Workers' Compensation and Employers' Liability - \$100,000 minimum;
  - (2) General Liability - Bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence;
  - (3) Property damage \$50,000 per occurrence; and
  - (4) (IF APPLICABLE) Automobile Liability - Shall be written on the comprehensive form of policy and provide for coverage of at least \$200,000 per person, \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
- (b) The General Liability policy(ies) shall name "The United States of America, acting by and through the General Services Administration," as an additional insured with respect to operations performed under this contract. Should such insurance be canceled, the Contracting Officer will be given 30 days notice prior to the effective date of cancellation.
- (c) The Contractor agrees to insert the substance of this provision in all subcontracts hereunder.
- (d) Specific data will be furnished by the Offeror if and when requested by the Contracting Officer.

Offeror certifies that it currently has the insurance in the nature and amount specified above as follows:

Name of Insurance Company: Please see attached Specimen Insurance

Address of Insurance Company: ---

Policy Number: ---

Insurance Agent's Name: (b) (6)

Telephone No. of Agent: (b) (6)

(Signature of authorized officer or employee and date)

**(b) (6)**

**SECTION L**  
**INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS/BIDDERS**

**1. INSPECTION OF THE FACILITY**

It will be the responsibility of the bidders to inspect the sites, determine the quantity of service involved, compare the specifications with the work to be done, verify conditions, including other work, if any, being performed. Failure to do so will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any work that may be required to carry out the contract in accordance with the true intent and meaning of the specifications without additional cost to the Government. All locations with points of contact are listed in Section J, Exhibit 4 through Exhibit 8.

**2. PRE PROPOSAL MEETING**

A pre proposal meeting will be held Thursday, March 24, 2011 at 9:00 a.m. at the Denver Federal Center, 6<sup>th</sup> Ave & Kipling Street, Building #41, Denver, CO 80225. Check in is on the 2<sup>nd</sup> floor at the ambassador desk. The meeting will be conducted in the Remington Arms Room. You will need to pass through a security check point.

**3. 52.216-1 TYPE OF CONTRACT**

The Government contemplates award of a commercial item, performance based, firm fixed price type contract resulting from this solicitation.

**4. FAR 52.233-2 SERVICE OF PROTEST**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from Contracting Officer, General Services Administration, Contract Services (6PMC), 1500 East Bannister Road, Room 2101, Kansas City, MO 64131-3088.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

## SECTION M EVALUATION FACTORS FOR AWARD

### 1. EVALUATING PROPOSALS

- A. One solicitation will be issued and up to five awards may be made for Elevator/Escalator Maintenance Services Federal Buildings and U.S. Courthouses, in Region 4, Region 6, Region 7 and Region 8. The Government will make award to the responsible Offeror/Offerors whose offer conforms to the solicitation and is most advantageous to the Government, cost or price and technical factors listed below considered. The acquisition strategy will focus on the greatest value approach, with technical factors being significantly more important than price. As technical scores become more equal, price becomes more important.
- B. The evaluation team will evaluate factors and sub-factors 1, 2(a), 2(b), 2(c),(d), and 3. Offeror must receive an acceptable ratings for all factors and sub-factors to be considered for award.

### 2. TECHNICAL EVALUATION FACTORS

In order to receive maximum consideration in the technical evaluation process, Offerors' Technical Proposals MUST address all of the areas outlined below.

	<u>Weight</u>
1) Past Performance	25
2) Technical/Inspection	
(a) Quality Control Plan	10
(b) Staffing-National Account Manager	20
(c) Engineering & Technical Support	15
(d) Parts	10
3) Experience	20

#### FACTOR 1. PAST PERFORMANCE

Offeror shall submit three (3) references per present or past contract performance with 3 years of continuous work in the past 5 years. If more than 1 reference per contract is submitted, only the 1<sup>st</sup> reference will be used. The Government reserves the right to use references they are aware of, or are made aware of, instead of any references submitted. Separate references should be listed for separate contracts.

#### STANDARD:

Each Offeror will be evaluated on his/her performance under the prior contract for similar services. To receive consideration for award, the references must indicate satisfactory performance in responsiveness, and recurring deficiencies. In the event an Offeror without a record of relevant past performance is not available, the Offeror will be rated neutral.

An Offeror may describe any quality awards or certifications that indicate the Offeror possesses a high-quality process for achieving the services required.

The Government may contact individuals and firms for which you have performed services to evaluate your past performance record. Evaluators may consider performance on contracts, which are not submitted by the Offeror if they have knowledge of contracts not listed or if contracts are discovered during interviews that were not listed.

- A. Responsiveness: Contractor must have performed all services scheduled within the time frames required by the contract in a satisfactory manner. They must have responded to and corrected any contract



or performance discrepancies, which were called to their attention, within a 30 days. For example, when the Contractor is issued written or a verbal instruction noting a discrepancy, and the Contractor is given a specific date or time by which the discrepancy must be corrected, the Contractor must have responded within the time frame specified. If no date was given to the Contractor, the Contractor must have responded within an acceptable amount of time as noted by the telephone reference, to show responsiveness and correction of the problem.

B. No Recurring Deficiencies: In order to receive maximum consideration, the Contractor must not have recurring performance deficiencies.

**STANDARD**: Standard is met when references indicate satisfactory performance in terms of quality of service provided, timeliness of performance, adequate follow-up procedures and overall customer satisfaction.

## **FACTOR 2 . TECHINICAL**

### **SUB-FACTOR 1(a) QUALITY CONTROL**

Technical proposals shall fully describe the company's quality control program and how it serves to ensure effectiveness, efficiency, and soundness in the overall performance of services under this contract.

Offeror shall submit a quality control plan detailing who does inspections, the frequency and breadth of inspections, response to unacceptable inspections, interaction with GSA and the plan to interact with tenants.

**STANDARD**: The standard is met when the Offeror submits a general plan proposing the local manager/supervisor who will inspect the work on at least a quarterly basis. Work not meeting acceptable levels should be addressed including, but not limited to, how workers are trained and/or disciplined to avoid repeated failures. Corrections made as a result of GSA quality assurance inspections are documented and the results are reported back to GSA.

### **SUB-FACTOR 1(b) STAFFING – NATIONAL ACCOUNT REPRESENTATIVE**

Offeror shall identify the roles, responsibilities and authority of the National Account Representative. Proposal should include an index and a North American corporate organizational chart showing qualifications, responsibilities, and authorities, including the National Account Managers level of authority.

**STANDARD**: The standard is met when the proposed National Account Managers has at least 3 years of out the past 5 years of supervisory experience in directing operation and maintenance of multiple elevator contract service agreements with multiple customers from various building types and industries. Under this contract he/she shall possess independent authority to authorize repairs at various locations throughout the scope of this contract.

### **SUB FACTOR 1(c) ENGINEERING AND TECHNICAL SUPPORT**

Technical proposals should discuss the availability of engineering support staff for its field service personnel. When technical bulletins are issued to servicing personnel as they occur and offeror has an engineering support staff sufficient to support government contract requirements.

**STANDARD**: The standard is met when the offeror describes how technical bulletins are issued to servicing personnel. Offeror demonstrates in the proposal that their engineering support staff is sufficient to support government contract requirements.

### **SUB FACTOR 1(d) PARTS -**

Describe the offeror's plan to ensure that quality parts are available in a timely manner.

**STANDARD**: The standard is met when the offeror addresses when and how replacement parts are delivered on site within 12 to 24 hours.



**FACTOR 3 - EXPERIENCE**

For each Group offered provide evidence of at least 3 years of continuous work in the past 5 years comparable in scope and number of elevators operating successfully under the contractor's maintenance program. Submit for that type of equipment a list of all agreements or contracts that have been in effect during the past 3 years of continuous work the last five (5) years that provide service for 60 or more units that are geographically dispersed. A point of contact complete with a mailing address, e-mail address, telephone number, and contract number should be given for each reference. Additionally, the government may contact other individuals and firms for which you have performed services to evaluate your experience.

**STANDARD:** The standard is met when the offeror's references list consists of a point of contact complete with a mailing address, e-mail address, telephone number and contract number where an agreement or contract has been in effect for three (3) years of continuous work of the last five (5) years for equipment type with 60 or more units that are geographically dispersed. Contractor would have performed similar work maintaining elevators/escalator of similar size, type, and complexity to that involved in this procurement.

**3 SUBMISSION OF PROPOSAL:**

The instructions below provide guidance for the preparation and submission of proposals. The purpose is to establish requirements for the format and content so that proposals are complete, contain all essential information, and can be evaluated equitably.

The Government intends to award one or more contracts resulting from this solicitation to the responsible firm(s) whose proposal conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The technical evaluation factors, and the standard for each, are shown below.

A. Proposals shall be submitted in two (2) severable parts:

- (1) Part One – Technical Proposal
- (2) Part Two – Price Proposal

B. Offerors shall submit four (4) copies of the Technical Elements. Four (4) copy of the price proposal, prepared in conformance with the solicitation requirements. The Technical Proposal shall not contain any pricing information. The Technical proposal shall be limited to a maximum of 20 pages (8.5x11 paper, standard type), excluding the list of contract references. A separate Technical and Price proposal shall be submitted for each Group offered. Any technical proposals exceeding 20 pages in length will be considered excessive and only the first 20 pages will be considered. The proposal package shall be comprised of two (2) sealed envelopes: (1) one to contain the Technical Elements and (1) to contain pricing information. All envelopes shall be sealed in another envelope and/or container and shall clearly identify the solicitation number on the outside lower left hand corner of the package.

Technical proposals should be neat, orderly, and address all solicitation requirements. Simply repeating or paraphrasing the Description/Specification/Work Statement is not acceptable.

Price proposals should include a monthly price for every building for elevator maintenance and phone monitoring in the offered Group. Any volume discounts offered should be included in Section B.. Monthly maintenance prices will be subject to adjustment in accordance with the price escalation clause.

For price comparison purposes, the initial monthly price for all elevators in a Group will be added together. Any volume discounts offered will be applied. That total will be used to compare the prices of different offerors.

Option prices are based on the initial monthly price offered, and will be determined by the price escalation clause of the contract. Thus, option prices are considered to be fully evaluated prior to award. Evaluation of options shall not obligate the Government to exercise the option(s).

A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 120 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

Contract award. The Government may evaluate offers and award one or more contracts without discussions with offerors. Therefore, an initial offer should contain the offeror's best terms from a price and technical standpoint. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

#### METHOD OF AWARD

**Each group will be evaluated separately.**

**The Base Period contract price for each offer will be determined based on the Price Sheets as follows:**

##### **Base Period : (60 Months):**

All line items for providing elevator/escalator services multiplied by 60 months.  
All line items for providing phone monitoring services multiplied by 60 months.

The total evaluated price for Base Period will be the sum of all line items.

**The Option I Period contract price for each offer will be determined based on the Price Sheets as follows:**

##### **Option I: (60 Months):**

All line items for providing elevator/escalator services multiplied by 60 months.  
All line items for providing phone monitoring services multiplied by 60 months.

The total evaluated price for Option I Period will be the sum of all line items.

**The Option II Period contract price for each offer will be determined based on the Price Sheets as follows:**

##### **Option II: (60 Months):**

All line items for providing elevator/escalator services multiplied by 60 months.  
All line items for providing phone monitoring services multiplied by 60 months.

**Six Month Extension:** The six-month option to extend will be evaluated by totaling the prices for Option I period and dividing the result by two (2).

**The total evaluated price of the offer will be the total evaluated price of the Base Period , Option Period I, Option Period II, and the six month extension.**

**FAR 52.217-5 EVALUATION OF OPTIONS (JUL 1990):**

Except when it is determined (in accordance with FAR 17. 206(b)) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

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## Fwd: FOIA information

**Ronnie Sandoval - 6PMD** <ronnie.sandoval@gsa.gov>  
To: Annette Paxton - 6P1Q-C <annette.paxton@gsa.gov>

Thu, Jan 20, 2022 at 9:42 AM

Here is the monthly pricing for the FOIA request...I shared the email with you from Mrs. Tate that only one contract was needed. Let me know if anything else is needed

Thanks Again,

Ronnie

----- Forwarded message -----

From: **Christina Pearce - 6P1QS** <christy.pearce@gsa.gov>  
Date: Thu, Jan 20, 2022 at 9:32 AM  
Subject: FOIA information  
To: Ronnie Sandoval - 6PMD <ronnie.sandoval@gsa.gov>

Ronnie Here is the pricing for the requested buildings. All are per month pricing.

### **RAY building, 1222 Spruce**

Oct 1, 2019 - September 30, 2020 - \$6,969.14 a month.  
Oct 1, 2020 - September 30, 2021 - \$7,152.01 a month.  
Oct 1, 2021 - September 30, 2022 - \$7,339.67 a month.

10/1/19-09/30/2020	10/1/20-09/30/21	10/1/21-09/30/2022
<b>Eagleton</b>		
\$17,911.17	\$18,314.70	\$18,926.77

<b>Bond Courthouse Jefferson City, MO</b>		
\$2,419.68	\$2,475.37	\$2,531.06

### **9700 Page, Bldg #100, Overland, MO**

10/1/2019 - 5/30/2020 \$660.87 - then the building was decommissioned

Christy Pearce  
Contract Specialist  
General Services Administration  
Public Building Service  
(b) (6)

--  
Ronnie Sandoval  
Building Management Specialist, FMD  
General Services Administration  
2300 Main Street, Kansas City MO  
(b) (6)  
ronnie.sandoval@gsa.gov

Vision: Be national leaders in program execution and results.

Mission: Provide expertise, process, training and tools enabling PBS to meet national program requirements for the design, construction and operation of buildings.



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## Re: [EXTERNAL] FOIA Request

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**Ronnie Sandoval - 6PMD** <ronnie.sandoval@gsa.gov>  
To: "Tate, Darcell" <Darcell.Tate@otis.com>  
Bcc: annette.paxton@gsa.gov

Tue, Jan 18, 2022 at 3:35 PM

Thank for the reply

On Tue, Jan 18, 2022 at 3:11 PM Tate, Darcell <[Darcell.Tate@otis.com](mailto:Darcell.Tate@otis.com)> wrote:

Hello!

1. A copy of one contract will suffice if they are all using the same language.
2. Could I get the contracted monthly price for the last three years? It's likely the same monthly rate for the whole year, so no need to tell me every month of all three year , maybe ju t what the monthly rate wa for that year?

Thank you,

### Darcell Tate

**Business Development, Service**

**M:** 314.624.7625

**Otis St Louis MO**

[1976 Congressional Dr.](#)

[Maryland Heights, MO 63146](#)

**Otisline Customer Care:** 800.233.6847

[otis.com](#) | [Twitter](#) | [Facebook](#) | [Instagram](#) | [YouTube](#) | [LinkedIn](#)

Data privacy is important. [Here's our policy.](#)

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**From:** Ronnie Sandoval - 6PMD <[ronnie.sandoval@gsa.gov](mailto:ronnie.sandoval@gsa.gov)>  
**Sent** Tue day, January 18, 2022 2 20 PM  
**To:** Tate, Darcell <[Darcell.Tate@otis.com](mailto:Darcell.Tate@otis.com)>  
**Subject:** [EXTERNAL] FOIA Request

Mrs. Darcell Tate,

I called (314-624-7625) and left you a message that I wanted to make sure I clarify what you needed per your request.



1) These locations are all under the same contract (multi-region) contract and same language; however they are separate contracts. Are you requesting a copy of a contract or a copy of all contracts? Again this will be the same language.

2) The contracts are based on a contracted monthly price; however, you indicated a billing breakdown. While the monthly price can be provided; can you identify what is the inclusive period for your request?

Please feel free to reach out with any question or concern

Respectfully,

Ronnie

Ronnie Sandoval

Building Management Specialist, FMD

General Services Administration

2300 Main Street, Kansas City MO

(b) (6)

[ronnie.sandoval@gsa.gov](mailto:ronnie.sandoval@gsa.gov)

Vision: Be national leaders in program execution and results.

Mission: Provide expertise, process, training and tools enabling PBS to meet national program requirements for the design, construction and operation of buildings.

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Ronnie Sandoval  
Building Management Specialist, FMD  
General Services Administration  
2300 Main Street, Kansas City MO

(b) (6)

[ronnie.sandoval@gsa.gov](mailto:ronnie.sandoval@gsa.gov)

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